

# SECURITIES AND EXCHANGE COMMISSION

## FORM 1-A

Offering statement under Regulation A

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### FILER

#### **Sensortecnics Inc.**

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**PART II: INFORMATION REQUIRED IN OFFERING CIRCULAR**

**ITEM 1 COVER PAGE OF PRELIMINARY OFFERING CIRCULAR**

**APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO PUBLIC:**

**As soon as practicable after the effective date of the Offering Statement**

**SENORTECNICS INC.  
(A Development Stage Company)**

**90 Canal Street, 4<sup>th</sup> Floor, Boston Massachusetts, 02114, United States**

**Best Efforts Offering  
8,333,333 Shares of Common Stock at \$6.00 per Share  
\$49,999,998 Aggregate Offering  
Minimum Offering: Not Applicable  
Termination Date of Offering Period: April \_\_, 2020 Unless Earlier Terminated**

**An Offering Statement pursuant to Regulation A (17 CFR 230.251, *et seq.*) relating to the securities described herein below has been filed with the U. S. Securities and Exchange Commission (the "Commission"). Information contained in this preliminary offering circular is subject to completion or amendment (the "Preliminary Offering Circular"). The securities described herein may not be sold nor may offers to buy be accepted before the Offering Statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before the registration or qualification under the laws of any such state. The applying Issuer/Registrant may elect to satisfy its obligation to deliver a final offering circular ("Final Offering Circular") by sending you a notice within two business days following the completion of its sale to you that contains the uniform resource locator ("URL") where the Final Offering Circular or the Offering Statement in which such Final Offering Circular was filed or may be obtained.**

**Preliminary Offering Circular Dated July \_\_, 2019**

**THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THESE LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE REGULATORY AUTHORITY NOR HAS THE COMMISSION OR ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

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Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to [www.investor.gov](http://www.investor.gov).

The Company is a development stage company—i.e., a start-up without current revenue or operations. There currently is no market for our securities and a public market may never develop or, if any market does develop, it may not be sustained. Very specifically, our common stock is not traded on any exchange or on the over-the-counter market at the time of this Offering, albeit it is the Company’s expectation to be listed toward the end of the up to 9 month Offering Period (respectively the “Offering” and the “Offering Period”) on the highest available exchange or proprietary market for which it then qualifies. There can be no assurance that our common stock will ever be quoted on a stock exchange or a quotation service or that any market for our stock will develop. The proceeds from this Offering will employed as outlined in “Use of Proceeds” and “Description of Business.”

	<u>Price to the Public</u>	<u>Underwriting Discount and Commissions</u>	<u>Proceeds to Issuer (2)(3)(4)</u>	<u>Proceeds to Other Persons</u>
<b>Per Share (3)</b>	\$6.00	(1 )	\$6.00	(4 )
<b>Total Minimum: Not Applicable</b>	N/A	N/A	N/A	N/A
<b>Total Maximum:</b>	\$49,999,998,	(1 )	\$49,999,998	(4 )

- (1) The Company’s common stock (the “Shares) is being offered on a “best-efforts” basis through broker-dealers who are registered with the Financial Industry Regulatory Authority (“FINRA”). As of the date of this Offering Circular, a selling agreement had been entered into by us with \_\_\_ broker-dealer firm(s), \_\_\_\_\_. Selling commissions of from \_\_\_%-8% of the Offering Price may be paid to broker-dealers who are members of FINRA with respect to sales of Shares made by them in connection with the offering of Shares. We may be required to indemnify participating broker-dealers and possibly other parties with respect to disclosures made in the Offering Circular. We reserve the right to enter into posting agreements with equity crowdfunding firms, not associated with FINRA members, in connection with this Offering, for which we may pay non-contingent fees as compensation.
- (2) The amounts shown are before deducting organization and offering costs to us, which include legal, accounting, printing, due diligence, marketing, consulting, referral fees, selling and other costs incurred in the Offering of the Shares. See “Use of Proceeds” and “Plan of Distribution.”
- (3) The Shares are being offered pursuant to Regulation A and the associated Securities Act Section 3(b) for Tier 2 offerings. The Shares will only be issued to purchasers who satisfy the requirements set forth in Regulation A. See “Plan of Distribution.”
- (4) The Company anticipates that it will incur approximately \$30,000 in legal and aggregate accounting fees for professionals retained by the Company for this Offering. None of these expenses will be paid to a FINRA member.

We are providing the disclosure in the format prescribed by Part II of Form 1-A.

**THIS OFFERING CIRCULAR IS NOT KNOWN TO CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT, NOR TO OMIT MATERIAL FACTS WHICH, IF OMITTED, WOULD MAKE THE STATEMENTS HEREIN MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS SUMMARIZED HEREIN. REFERENCE SHOULD BE MADE TO THE CERTIFICATION OF RIGHTS, PREFERENCES AND PRIVILEGES AND OTHER DOCUMENTS REFERRED TO HEREIN, COPIES OF WHICH ARE ATTACHED HERETO OR WILL BE SUPPLIED UPON REQUEST, FOR THE EXACT TERMS OF SUCH AGREEMENTS AND DOCUMENTS.**

**THIS OFFERING CIRCULAR DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS CONCERNING THE COMPANY OTHER THAN THOSE CONTAINED IN THIS OFFERING CIRCULAR, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON.**

**PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS OFFERING CIRCULAR, OR OF ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, AS INVESTMENT, LEGAL, FINANCIAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING HIS INVESTMENT.**

If a subscription is rejected, the associated proceeds will be returned to the investors without interest. Otherwise, *since there is no minimum offering*, proceeds from the sale of Shares will be retained by the Company.

**THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.**

## DISTRIBUTION SPREAD

This is the initial offering of common stock of Sensortecnic Inc., a recently organized Colorado corporation (hereinafter sometimes referred to as "Sensortecnic," the "Company," "we", "us" and "our"). We are offering for sale a total of 8,333,333 shares of our common stock at a fixed price of \$6.00 per share for the duration of this Offering. *There is no minimum that must be sold by us.* The Offering is being conducted on a "best efforts" basis through registered broker-dealers which firms will be paid brokerage commissions ranging from a negotiated \_\_\_%-8% of the Offering Price. To the extent that our officers and/or directors introduce friends, family members and business acquaintances to such selling agents, such officer and director will not receive commissions or any other remuneration from any such sales. We are employing Regulation A to qualify our securities for public trading under applicable Commission rules and will be subject to reduced Regulation A alternative public company reporting requirements.

The Shares will be offered for sale at a fixed price of \$6.00 per share for a period of 90 days from the effective date of this Offering Circular, unless extended by our board of directors for up to an additional 180 days. If all of the Shares offered by us are purchased, the gross proceeds to us will be \$49,999,998. All funds raised will become available to us and will be used in accordance with our intended "Use of Proceeds" as set forth herein. Unless the subscription is rejected, investors are advised that they will not be entitled to a return of their subscription funds and could lose their entire investment.

*There are selling security holders under this Offering as described in "Plan of Distribution and Any Selling Shareholders" on page \_\_\_ of this Offering Circular.*

*We are a development stage company and currently have no operations, albeit with a portfolio of technologies described in "Description of Business."* Any investment in the Shares offered hereby involves a high degree of risk. You should only purchase Shares if you can afford a loss of your investment. Our independent registered public accountant has issued an audit opinion for the Company.

THIS OFFERING CIRCULAR MAY NOT BE REPRODUCED IN WHOLE OR IN PART. THE USE OF THIS OFFERING CIRCULAR FOR ANY PURPOSE OTHER THAN AN INVESTMENT IN SECURITIES DESCRIBED HEREIN IS NOT AUTHORIZED AND IS PROHIBITED.

THIS OFFERING IS SUBJECT TO WITHDRAWAL OR CANCELLATION BY THE COMPANY AT ANY TIME AND WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART NOTWITHSTANDING TENDER OF PAYMENT OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SECURITIES SUBSCRIBED FOR BY SUCH INVESTOR.

THE OFFERING PRICE OF THE SECURITIES IN WHICH THIS OFFERING CIRCULAR RELATES HAS BEEN DETERMINED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

**NASAA UNIFORM LEGEND:**

**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**FOR ALL RESIDENTS OF ALL STATES:**

**THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS ARE SUBJECT IN VARIOUS STATES TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

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**ITEM 3**  
**SUMMARY OF OFFERING AND RISK FACTORS**

**The following summary is qualified in its entirety by the more detailed information and the financial statements and notes thereto appearing elsewhere in this Offering Circular. Prospective investors should consider carefully the information discussed under “Summary of Offering and Risk Factors.” An investment in our securities presents substantial risks and you could lose all or substantially all of your investment.**

**Basis of Presentation; Explanatory Notes**

For interpretative purposes, respective to our responses in this Offering Circular, we consider ourselves a “small business” as that term is defined in 17 CFR 230.157.



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**Notice as to Forward-Looking Statements**

There are various sections of this Offering Circular that contain “forward-looking statements.” We use words such as “believe,” “intend,” “expect,” “anticipate,” “plan,” “may,” “will” and similar expressions (in either their singular or plural forms) to identify forward-looking statements. All forward-looking statements including, but not limited to, forecasts, projections or estimates concerning any former business or plan of operations, including demand for our products and services, mix of revenue streams, ability to control and/or reduce operating expenses, anticipated operating results, cost savings, product development efforts, general outlook of our business and industry, our business, competitive position, adequate liquidity to fund our operations, and meet our other cash requirements, are inherently uncertain as they are based on our management’s expectations and assumptions concerning such future events. These forward-looking statements are subject to numerous known and unknown risks and uncertainties. You should not place undue reliance on these forward-looking statements. Our actual results could differ materially from those we anticipate and conveyed by the use of such forward-looking statements and, for many reasons, are subject to certain risks. All forward-looking statements in this Offering Circular are made as of the date hereof, based on information available to us (taking into consideration that certain information is unknown or not available to us) as of the date hereof, and we assume no obligation to update any forward-looking statement or information contained in this Offering Circular.

The following Summary highlights material information contained elsewhere in this Offering Circular. This summary does not contain all of the information you should consider before investing in our common stock. Before making an investment decision, you should read the entire Offering Circular carefully, including the “Summary of Risk Factors” section, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section, the financial statements and the notes to the financial statements.

**OVERVIEW**

8,333,333 shares of common stock (the “shares”) are being offered hereby on a best efforts basis by Sensortec Inc., a development stage Colorado corporation (“Sensortec,” the “Company,” “we,” “us” or “our”).

At the present time, there is no public market for the Company’s securities. An investment in the Shares offered for sale under this Offering Circular involves a high degree of risk. You should purchase Company securities only if you can afford losing your entire investment. (See “Risk Factors” beginning on page \_\_\_ of this Offering Circular.)

Unless earlier terminated, the Offering Period will be up to 90 days from the date hereof unless extended for up to an additional 180 days in the sole discretion of the Company. The Company is offering up to a maximum of \$49,999,998 of such Shares. (See “Plan of Distribution.”) The date that the Company has accepted subscriptions for up to 8,333,333 Shares will mark the end of the Offering Period. At such time, the up to nine (9) month Offering Period will alternatively be concluded, discontinued or, with appropriate SEC post-effective amendments, extension. As described in greater detail in “Plan of Distribution,” the Offering is being made pursuant to an Offering Circular which may be extended for additional periods which will, in the aggregate, not exceed 24 months from the date of this Offering Circular and only if this Offering Circular and associated Offering Statement is substantively amended. During the Offering Period, unless the terms of the Offering are revised, Shares will be offered at \$6.00 per share (the “Selling Price”). If subscriptions are rejected during the Offering Period (as it may be extended), investor funds will be promptly returned, excluding any interest.

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The minimum purchase is \$1,200 (200 shares at \$6.00 per share); additional purchases by existing Shareholders may be made in increments of \$600 or more.

**INVESTORS ARE CAUTIONED TO CAREFULLY EVALUATE THE COMPANY'S ABILITY TO FULLY ESTABLISH ITS STATED OBJECTIVES AND TO INQUIRE AS TO CURRENT DOLLAR VOLUME OF SUBSCRIPTIONS.**

**UNTIL OCTOBER \_\_, 2019 (90 DAYS AFTER THE DATE HEREOF), ANY BROKER-DEALER EFFECTING TRANSACTIONS IN THE SHARES, WHETHER OR NOT PARTICIPATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A CURRENT COPY OF THIS OFFERING CIRCULAR. THIS IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A COPY OF THIS OFFERING CIRCULAR WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO ANY UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.**

*The following Summary is qualified in its entirety by the more detailed information and financial statements appearing elsewhere or incorporated by reference in this Offering Circular. All references in this Offering Circular to shares are as of December 31, 2018 unless otherwise specified. Prospective investors should carefully consider the information set forth under the heading "Summary of Risk Factors."*

Sensortecnic is a recently organized Colorado corporation located at 90 Canal Street, 4<sup>th</sup> Floor, Boston, Massachusetts, 02114, United States of America (telephone: 857-323-9025).

The Company is, in the management's opinion, a smart innovation company with multiple cutting-edge technologies across a number of markets primarily for mission critical applications. The Company has acquired these technologies from Mohammed Zulfiquar (the Chairman of the Board) directly or through companies he controls.

For the past 8 years, Mr. Zulfiquar has been working privately, in our opinion, to solve some of the most challenging technological issues in several mission critical applications including; smart buildings, water and gas pipeline infrastructure, water purification, border protection, harvesting energy in a box and other technologies assigned to or licensed by Sensortecnic at this time or over time). The Company has decided to raise money in the United States and become a publicly traded company towards the end of this Offering Period.

As an emerging growth company in the early development stage, our plan of operations has been structured in a manner that management believes brings the requisite skills and services to the Company in order to operate efficiently and at the same time manage overhead costs. It is anticipated that initially the Company will not have employees beyond its officers and directors as outlined below—at least until adequate funds are raised in this Offering.

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Our business plan is to build a world class business with sustainable growth for Sensortecnic and its shareholders based on technologies the Company has been assigned or licensed. We believe that objective is possible because of the highly disruptive technologies controlled by Sensortecnic at this time and going forward. Based on the funding sought to be acquired in this Offering, we will roll out as quickly as funding from this Offering permits—i.e., “commercialize”—the technologies here outlined.

### SUMMARY FINANCIAL DATA

The Summary Financial Information, all of which has been derived from audited financial statements included elsewhere in this Offering Circular, reflects the operations of the Company for its limited operating history as of and for the period from inception (October 8, 2018) to October 31, 2018. This information should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operation.”

Current Assets	\$15,000
Non-current Assets	\$0
Current liabilities	\$0
Long Term Liabilities	\$0
Gross Profit	\$0
Loss from Continuing Operations since inception	\$(203,350 )
Net Loss	\$(203,350 )

### PRO FORMA FINANCIAL INFORMATION

Pro forma financial information has not been presented since no significant business combination has occurred or is probable and, even where possible or remote, there have been no significant historical operations. Consequently, pro forma information would serve no useful purpose.

Audited financial statements as of October 31, 2018 (see Appendix I) are provided in this Offering Circular. In addition, summary financial data is provided in “Selected Financial Data” above.

### RISK FACTORS

#### Overview

Since its inception, Sensortecnic has operated purely through private investments. The Company uses a highly streamlined model, and enjoys limited running and operational costs, with the bulk of its assets being held as an extensive Intellectual Property portfolio. We intend to use the finances from the Offering to take the Company’s products to market in phased stages and to continue the innovation and the development of its IP portfolio. We are committed to maintaining a highly protective stance on the Company’s IP portfolio both for new and existing technologies.

It is our aim to commercialize our products and services through a series of licensing and/or assignment agreements to various parties and/or joint venture agreements with strategic partners. There are a number of agreements under discussion, although, with its core product suite at varying stages of development, there are none currently in place. Our emphasis in the last 8 months has been the raising of finance contemplated in this Offering.

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Because we believe that risk is a critical component of our business, we intend to develop a robust system to monitor and manage any potential issues before they become a problem ensuring the best interest of shareholders and the business. Part of that confidence is based on the extensive experience our CEO, Mohammed Zulfiquar, has in risk management. Well respected in the risk industry, Mr. Zulfiquar has received several awards for his contribution to risk management and business continuity. Indeed, in 2000, Mr. Zulfiquar developed the world's first real time Business Continuity Management (BCM) software which model was adapted by IBM and now by other global players.

**SWOT (Strengths, Weakness, Opportunities and Threats)**

To this end, Sensortecnic's commissioned its advisors to draw up a full risk analysis of the Company, styled (using United Kingdom terminology and standards), i.e. "SWOT Analysis." A basic chart of the SWOT analysis is set forth below:

<b>Strengths:</b>	<b>Weaknesses:</b>
<ul style="list-style-type: none"><li>• Low financial risk profile</li><li>• High level of competence/competitive skill</li><li>• Adequate finance resources</li><li>• Acknowledged market leader</li><li>• Well-conceived functional areas</li><li>• Access to economies of scale</li><li>• Insulated from strong competitive pressure</li><li>• Proprietary technology</li><li>• Good at creating new technologies</li><li>• Strong management</li><li>• Superior /technological/technical skills</li><li>• Cost/price advantage</li></ul>	<ul style="list-style-type: none"><li>• Missing key skills or competencies</li><li>• Weak market image</li><li>• Below average marketing skills</li><li>• Currently unable to finance needed strategy changes</li></ul>

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<b>Opportunities:</b>	<b>Threats:</b>
<ul style="list-style-type: none"><li>• Emerging markets</li><li>• Regulatory and government support</li><li>• Additional customer groups that we could serve</li><li>• New markets or market segments to enter</li><li>• Expand our products/service line to meet customer needs</li><li>• Diversify into related products</li><li>• control sourcing or supply activities (vertical integration)</li><li>• Falling trade barriers are opening foreign markets to us</li><li>• Our rivals are becoming complacent</li><li>• Fewer regulatory requirements will make doing business easier for us</li></ul>	<ul style="list-style-type: none"><li>• Sales of substitute product/services are rising</li><li>• There are adverse shifts in foreign exchange rates and/or trade policies</li></ul>

In that context, investing in our Shares involves a high degree of risk and many uncertainties. You should carefully consider the risks described below along with all of the other information contained in this Offering Circular, including our financial statements and the related notes, before deciding whether to purchase our Shares. If any of the adverse events described in the following risk factors, as well as other factors which are beyond our control, actually occur, our business, results of operations and financial condition may suffer significantly. As a result, if and when our common stock is eligible to become quoted, the trading price of our Shares could decline, and you may lose all or part of your investment in our Shares. The following is a description of what we consider the key challenges and material risks to our business and an investment in our securities. Please pay special attention to Risk Factor (21) relating to the current portfolio of technologies on a technology-by-technology basis.

**(1) THE PRICE OF THE SHARES OFFERED HAS BEEN ARBITRARILY ESTABLISHED.** The \$6.00 per share price of the common stock has been established by our current management, considering such matters as the state of the Company's business development and the general condition of the industries in which it expect to operate. The offering price bears little relationship to the Company's assets, net worth or any other objective criteria. (See "Dilution" described on page \_\_ below.)

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**(2) THE COMPANY, IN THE EARLY STAGES OF DEVELOPMENT, HAS ONLY RECENTLY BEEN ORGANIZED, NO HISTORY OF OPERATIONS AND MINIMAL CAPITAL RESOURCES, WHICH MAY BE INADEQUATE TO FULLY IMPLEMENT ITS BUSINESS PLAN. IN ADDITION, UNFORESEEN MARKET FLUCTUATIONS CAN ADD TO THE VOLATILITY OF THE COMPANY'S DEVELOPMENT PLANS. IF ADDITIONAL FINANCING IS REQUIRED BUT NOT OBTAINED, OR MARKET CONDITIONS DO NOT IMPROVE, THE INVESTOR RISKS LOSING ALL OR PART OF HIS INVESTMENT.** (See "Description of Business.") To the extent that the Company implements its technology development and commercialization plans, fluctuations in the underlying markets and general economic conditions could (at minimum) cause delays in the execution of the business plan, if not outright abandonment. Such consequence could be compounded with all of the problems, expenses, delays and risks inherent in a new business enterprise (including limited capital, delays in program development, possible cost overruns, uncertain market acceptance and a limited operating history). (See also below "Risk Factors -- Reliance on Management".) In addition, the Company's future success will depend upon factors which may be beyond its control or which cannot be predicted at this time and could cause investors to lose all of their investment.

Moreover, the Company will be required to obtain all necessary federal, state and local permits, licenses and approvals necessary to operate in multiple industries concurrently. The Company will rely on input and professional relationships provided by current management to develop and commercialize the Company's existing and prospective intellectual property. Indeed, the Company might not achieve profitability in the future. If the Company fails to achieve profitability, its growth strategies could be materially adversely affected. (See "Management's Discussion and Analysis of Financial Conditions and Results of Operations.")

In addition, the Company's minimal capital resources are not adequate to fully implement its business plan. *For example*, if the Company only raised \$999,998, the Company is expected to be sustainable for approximately 6-12 months without additional financing through good financial management controls and by adjusting its monthly cash burn rate. Thereafter, if additional financing is required but not obtained, the investor risks losing all or part of his/her investment. Conversely, if the Company achieves the \$49,999,998 maximum associated with this Offering, there will be no additional financing required for the foreseeable future. If additional financing in fact is required, it might not be available to the Company if and when required, or on terms acceptable to the Company. If such additional financing is not available, the Company might have to sell additional stock which might result in substantial dilution of the equity interests of existing shareholders.

**(3) GOING CONCERN REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM RAISES DOUBT AS TO THE COMPANY'S ABILITY TO CONTINUE OPERATION WITHOUT FUNDS FROM THE OFFERING AND THEREFORE THE INVESTORS COULD LOSE THEIR INVESTMENT.** The factors described above in Risk Factor (2) above (regarding early stage of development) raise substantial doubt about the Company's ability to continue as a going concern. In this regard, see the Report of Independent Registered Public Accounting Firm accompanying the Company's audited financial statements appearing elsewhere herein which cites substantial doubt about the Company's ability to continue as a going concern. There can be no assurance that the Company will achieve profitability in the future, if at all. As a result of these and other factors, there can be no assurance that the Company's proposed activities and/or acquisition of majority ownership in the businesses of other companies will be successful or that the Company will be able to achieve or maintain profitable operations. If the Company fails to achieve profitability, its growth strategies could be materially adversely affected. (See "Management's Discussion and Analysis of Financial Condition and Prospective Results of Operations.")

**(4) THE RISK OF RELYING ON A MANAGEMENT TEAM WHICH HAS NOT PREVIOUSLY WORKED TOGETHER COULD CREATE INTERNAL CONFLICTS DUE TO DIFFERENT OPERATING STYLES AND PHILOSOPHIES. THE RESULT MAY STALL IMPORTANT BUSINESS DECISIONS AND CREATE POOR WORKING CONDITIONS, SUBSEQUENTLY COSTING THE COMPANY TIME AND MONEY AND POSSIBLY RESULTING IN THE INVESTORS LOSING THEIR INVESTMENT.** Investors will have no right or power to take part in or direct the management of the Company. Accordingly, no investor should purchase Shares unless such investor is willing to entrust all aspects of the operations of the Company to current management. This potential risk is even more important in this Offering since the Company's business is dependent to a significant degree upon the performance of its principal shareholder, Chairman and CEO, Mohammed Zulfiquar, the departure or disabling of which would likely have a material adverse effect on the Company's performance and who is required to devote his services exclusively to the Company. The Company will take out key man insurance for all Directors and officers. This is a standard protocol in the UK to cover related costs in the event a key employee leaves or passes away.

Therefore, the investors are at risk for losing some or all of their investment if the key employee(s) leave the Company before the management team develops redundancy for those employees.

**(5) BASED ON THE BROAD DISCRETION OF MANAGEMENT, THERE IS ASSOCIATED RISK REGARDING THE USE OF PROCEEDS, SUBSEQUENTLY CREATING A SITUATION WHERE MANAGEMENT DEPLETES THE OPERATING CAPITAL IN TECHNOLOGIEST THAT DO NOT RETURN ENOUGH PROFITS TO FUND OPERATIONS, WHICH IN TURN COULD CAUSE THE INVESTORS TO LOSE THEIR INVESTMENT.** A portion of the net proceeds of this Company have been allocated to working capital and, among other things, to commercialize its IP portfolio. The Company expects to use proceeds of this Offering as outlined in "Application of Proceeds." While management of the Company retains broad discretion as to working capital, the proceeds from the Offering are discussed in "Use of Proceeds" and "Description of Business."

**(6) FUTURE EXPANSION MIGHT NOT BE POSSIBLE OR PROFITABLE DUE TO A POTENTIAL LACK OF DIVERSIFICATION OR FINANCIAL OVER-EXTENSION OF THE COMPANY WITH NO PROFITS TO REINVEST FOR SUSTAINABILITY. IN THE EVENT OF EITHER, INVESTORS COULD LOSE THEIR INVESTMENT.** As a result of this Offering, the Company is expected to expand into activities in which management has not previously operated and anticipates generally experiencing significant expansion. This includes no experience by the current management in marketing expertise and, more specifically, the commercialization of the technologies that the Company controls. If the Company has difficulty in finding management personnel that could effectively develop and commercialize the Company's associated technologies could cause the loss of the investment into those sectors. It is possible (as a result of these recent preliminary activities and potential future technology roll out) that the Company's management will be required to manage larger business operations than historically has been the case. It is possible that the Company will fail at its attempts to effectively implement the organizational and operational systems necessary for optimal management integration of its expanded activities, which could cause a loss of the investor's money.

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**(7) THERE IS RISK ASSOCIATED WITH INCREASED COMPETITION FROM EXISTING AND FUTURE COMPETITORS THAT MAY MATERIALLY AND ADVERSELY AFFECT THE COMPANY'S ABILITY TO ACHIEVE PROFITABILITY AND CAUSE INVESTORS TO LOSE THEIR INVESTMENT.** The Company's business plan spans multiple technologies and industries which, in some cases, overlap and are highly competitive. The Company faces substantial competition from a number of well-financed companies, many of whom have greater resources and are more established than the Company. Increased competition by existing and future competitors in the technologies and industries that the Company will be pursuing could materially and adversely affect the Company's ability to achieve profitability.

**(8) NO MARKET STUDIES HAVE BEEN COMPLETED TO SUBSTANTIATE THE PROBABILITY OF SUCCESS, AND WITHOUT PREPARATION OF A FEASIBILITY STUDY, THE COMPANY COULD EXHAUST ALL ITS CAPITAL TRYING TO MAKE THE BUSINESS WORK AND THE INVESTORS WOULD LOSE THEIR INVESTMENT.** In formulating its business plan, the Company has relied on the judgment of its management. No formal, independent market studies concerning the demand for the Company's proposed acquisitions have been conducted; however, market studies are expected to be employed in the future. Directly or indirectly, the Company will use a significant portion of the proceeds of this Offering to validate the technical, legal and economic feasibility of its business plan. To the extent that the Company determines any or a part of its business plan is not feasible, or to the extent the Company is unable to make a determination of feasibility and/or to modify its business plan or create the technologies it envisions, the Company will be unable to proceed to develop in accordance with its business plan and investors may lose their entire investment in the Company.

**(9) THE COMPANY'S SERVICES WILL EXTEND TO DOMESTIC AREAS THROUGHOUT THE UNITED STATES, WHICH CARRIES SUBSTANTIAL RISK ASSOCIATED WITH THE RESPECTIVE MARKET AND ECONOMIC CONDITIONS. DECLINING MARKET CONDITIONS MAY RESULT IN POTENTIAL DECREASED CASH FLOW AND PROFITABILITY WITH LITTLE TO NO WARNING AND MAY BE IMPOSSIBLE TO OVERCOME, WHICH WOULD CAUSE THE INVESTORS TO LOSE THEIR INVESTMENT.** There is no prior proof of the acceptance of the Company's contemplated business plan. The Company intends to commence operations at a time when the industries affected by consumer products (and especially services) are rapidly evolving and is characterized by an increasing number of market entrants. As is typical of new and rapidly evolving industries, demand and market acceptance for recently introduced technologies, products and services is subject to a high level of uncertainty and risk. Because the market for certain of the Company's contemplated technologies, products and services is new and evolving, it is difficult to predict the future growth rate, if any, and size of the market for a given technology and/or associated line of business.

**(10) BRAND DEVELOPMENT AND BRAND ACCEPTANCE IS DIFFICULT TO CREATE AND, IF NEGATIVE BRANDING OCCURS, IT CAN BE DIFFICULT TO OVERCOME, NEGATIVELY IMPACTING FUTURE SALES AND PUTTING THE INVESTORS AT RISK OF LOSING THEIR INVESTMENT.** The Company believes that establishing and maintaining a brand identity is a critical aspect for attracting and expanding its targeted audience and that the importance of brand recognition will increase due to the growing number of competitive products and services expected as a result of its prosecution of the technologies currently or in the future controlled by the Company. Promotion and enhancement of the Company's brand will depend largely on its success in continuing to provide high quality products and services at the subsidiary level. If the Company is unable to provide high quality services or otherwise fails to promote and maintain its brand to its intended customer base, incurs excessive expenses in an attempt to improve or promote and maintain its brand, the Company's business, results of operations and financial condition could be materially and adversely affected and investors could lose their investment.



**(11) THE COMPANY IS SUBJECT TO DIRECT GOVERNMENT REGULATIONS APPLICABLE TO ITS ACTIVITIES AS WELL AS GENERAL BUSINESS PRACTICES IN ANY LINES OF BUSINESS IN WHICH IT WILL OPERATE. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE. GOVERNMENTAL REGULATION AND LEGAL UNCERTAINTIES POSE A CERTAIN RISK WHICH MAY IMPACT THE TECHNOLOGY, PRODUCTS AND/OR SERVICES OFFERED BY THE COMPANY, INCREASE ITS COST OF DOING BUSINESS AND SUBSEQUENTLY CAUSE THE INVESTOR TO LOSE THEIR INVESTMENT.** In light of laws and regulations currently applicable directly to consumer and/or business products and services, the Company and/or the lines of businesses expected to be pursued will be subject to direct government regulation in certain portions of its contemplated activities as well as regulations applicable generally to business. It is beyond the scope of this discussion to go into all applicable laws and regulations that may impact the Company, especially if the Company ramps up (as expected) its ambitious business plan. The Company and/or the lines of businesses it seeks to acquire will initially be subject mainly to those regulations generally applicable to business, including:

- We will have to comply with regulations in any state in which we have a physical presence.
- In turn, liability insurance may need to be in place on the associated business property.
- Moreover, given the ambitious business plan, adoption of new laws or the adaptation of existing laws which impact the technologies, product or services to be offered by the Company, may change the way in which the Company planned to do business, which could decrease the demand for the Company's services and businesses, increase the cost of the Company doing business and therefore cause the investor to lose their investment.
- As a further example, namely the energy sector (refer to the description of Ebox in "Description of Business" further in this Offering Circular), federal and state regulations are subject to change and may affect business operation negatively. Federal guidelines may impose new or arduous requirements that cause the Company to significantly change its operation to cope with changes in the laws. Significant safety protocols are in place to protect a business' employees, and all measures must be taken to ensure workplace safety standards are upheld. Changes to any requirement by federal, state or local governments, can significantly affect the Company, its operations and its revenue, and therefore cause the investor to lose their investment.

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**(12) THE COMPANY MAY NOT GENERATE SUFFICIENT REVENUES TO BE PROFITABLE AND PAYMENT OF DIVIDENDS TO SHAREHOLDERS, IF ANY, IS ENTIRELY AT THE DISCRETION OF MANAGEMENT. DIVIDENDS MAY BE FURTHER RESTRICTED UNDER FUTURE CREDIT OR OTHER FINANCING AGREEMENT(S), AND SHAREHOLDERS MAY NOT RECEIVE DIVIDENDS AND/OR COULD LOSE THEIR INVESTMENT.** Payment of dividends, if any, to shareholders is entirely at the discretion of the Board of Directors, currently comprised of three (3) directors—including its Principal Shareholder (Mr. Mohammed Zulfiquar). In fact, the Board could vote dividends for all shareholders (mainly themselves) that may not be in the Company’s best interests. In any event, the Company’s technologies, products and/or services and may not be accepted in the marketplace, and there would subsequently be insufficient revenues generated for the Company to be profitable. Not only has the Company not paid any dividends to date, it anticipates that, for the foreseeable future, it will retain any earnings for use in the operation and future expansion of its business activities. Moreover, the Company may be restricted from paying dividends to its shareholders under future credit or other financing agreement(s). (See Risk Factor (13) following.)

**(13) THE COMPANY INTENDS TO LIST SHARES FOR TRADING ON ANY AVAILABLE SECONDARY MARKET. HOWEVER, UNTIL A MARKET DEVELOPS, A PURCHASER MAY BE UNABLE TO LIQUIDATE THEIR INVESTMENT IN THE EVENT OF AN EMERGENCY OR FOR ANY OTHER REASON AND THE SHARES MAY NOT BE READILY ACCEPTED AS COLLATERAL FOR A LOAN. LIQUIDITY OF THE TRADING MARKET FOR THE SHARES AND AN ACTIVE ONGOING PUBLIC MARKET CANNOT BE GUARANTEED. IF AN ACTIVE PUBLIC MARKET DOES NOT DEVELOP OR IS DEVELOPED BUT NOT MAINTAINED, THE MARKET PRICE AND LIQUIDITY OF THE SHARES MAY BE ADVERSELY AFFECTED CAUSING INVESTORS TO LOSE THEIR INVESTMENT.** The Company’s shares are not publicly traded and are not likely to be traded until late in the Offering Period associated with this up to \$49,999,998 Offering. (See “Plan of Distribution.”) Such a publicly traded status requires the Company to enlist broker-dealer(s) to serve as market maker(s). Even if found, any market maker of the Company’s shares may discontinue such activities at any time without notice. The Company intends to list the Shares for trading on any available secondary market or quotation system as early as possible. However, until a market for its Shares develops, a purchaser may be unable to liquidate his or her investment. Liquidity of the trading market for the Shares and an active ongoing public market cannot be guaranteed. If an active public market does not develop or is not maintained, the market price and liquidity of the Shares may be adversely affected. Consequently, holders of Shares acquired pursuant to this Offering may not be able to liquidate their investment in the event of an emergency or for any other reason, and the Shares

**(14) CYCLICALITY OF BUSINESS AND REVENUES IN THESE SECTORS COULD BE SUBJECT TO SEVERE DOWNTURNS BASED ON MARKET AND ECONOMIC FLUCTUATIONS OUT OF THE COMPANY’S CONTROL THAT COULD RESULT IN INVESTORS LOSING ALL OR PART OF THEIR INVESTMENT.** While not anticipated, revenues of the Company, as well as those of the services portion of its lines of business generally, could be cyclical. Most technologies (and associated industries) the Company seeks to develop are expected to have at least stable (if not significant) growth potential. However, demand for any product or service is subject to market conditions and could cause a downturn for the Company and any subsidiaries. This could be reason for the investor to lose their investment.

**(15) THERE IS NO DIRECT CORRELATION BETWEEN THE OFFERING PRICE OF THE SHARES AND THE COMPANY'S ASSETS, NET WORTH, EARNINGS OR ANY OTHER ESTABLISHED CRITERIA OF VALUE. THE PRICE OF THE SHARES IS NOT NECESSARILY INDICATIVE OF THE PRICE AT WHICH THE SHARES MAY BE TRADED. INVESTORS PURCHASING SHARES UNDER THE INCORRECT ASSUMPTION OF A DIRECT CORRELATION BETWEEN SHARE PRICE AND COMPANY VALUE COULD LOSE ALL OR PART OF THEIR INVESTMENT.** The offering price of the Shares offered hereby has been determined by management of the Company and bears no direct relationship to the Company's assets, net worth, earnings or any other established criteria of value. Therefore, the price of the Shares is not necessarily indicative of the price at which the Shares may be traded following the consummation of this Offering.

**(16) IMMEDIATE DILUTION WILL OCCUR; COMPANY SHARES ARE SUBJECT TO DIMINUTION OF VALUE UP TO A MAXIMUM OF \$4.26 PER SHARE SINCE SHARES ARE NOT BASED ON THE COMPANY'S ASSET VALUE. THEREFORE, THE INVESTORS MAY IMMEDIATELY LOSE MOST OF THEIR INVESTMENT PRIOR TO COMMENCEMENT OF ACTIVE OPERATIONS.** This Offering will result in immediate and substantial dilution of the net tangible book value per common share. Investors who purchase Shares offered hereby will experience immediate dilution based on the difference between the subscription price and the net tangible book value per common share.

**(17) THE PRINCIPAL STOCKHOLDER (RETAINING 69.76% OF THE SHARES IF THE MAXIMUM OFFERING IS ACHIEVED AND UP TO 97.55%, FOR EXAMPLE, IF ONLY \$999,998 IS ACHIEVED) MAY BE ABLE TO CONTROL THE OUTCOME OF ALL MATTERS SUBMITTED FOR A VOTE, INCLUDING THE ELECTION OF THE COMPANY'S DIRECTORS. SUCH CONTROL BY THE PRINCIPAL STOCKHOLDER MAY POSITIVELY OR NEGATIVELY INFLUENCE CERTAIN TRANSACTIONS REGARDING ACTUAL OR POTENTIAL CHANGE OF CONTROL OF THE COMPANY AND SHARE PREMIUMS, AND INVESTORS MAY NOT HAVE THE ABILITY TO EFFECTIVELY CONTROL THEIR INVESTMENT.** Prior to the offering, Mohammed Zulfiquar (the Chairman, one of three (3) directors, the CEO super-majority shareholder (the "Principal Stockholder") owns in the aggregate 98.352% (20,000,000 of the Company's 20,335,000 outstanding Shares on the date of this Offering Circular). (See "Security Ownership of Certain Beneficial Owners and Management.") Upon completion of the Offering, the Principal Stockholder's aggregate share ownership in the Company will permit him to retain not less than 69.76% of the Shares, assuming the \$49,999,998 maximum is raised. Consequently, the Principal Stockholder may be able to effectively control the outcome on all matters submitted for a vote to the Company's stockholders for the foreseeable future (particularly if significantly less than the \$49,999,998 maximum is raised). Specifically, at least initially, the Principal Stockholder may be able to elect all of the Company's directors. Such control by the Principal Stockholder may have the effect of discouraging certain types of transactions involving an actual or potential change of control of the Company, including transactions in which holders of Shares might otherwise receive a premium for their Shares over then current market prices.

**(18) ANY SUBSTANTIAL SALE OF STOCK BY EXISTING SHAREHOLDERS COULD DEPRESS THE MARKET VALUE OF THE STOCK, THEREBY DEVALUING THE MARKET PRICE AND CAUSING INVESTORS TO RISK LOSING ALL OR PART OF THEIR INVESTMENT.** All Shares held by the Principal Stockholder are “restricted” and/or “control” shares as defined in Rule 144 under the Securities Act (“Rule 144”). This Rule also extends to non-affiliates of the Company with regard to restricted shares, that is those not freely tradable. All of these restricted shares have been owned beneficially for more than one year by existing shareholders and may not be sold in the market pursuant to Rule 144 until at least one year has passed from the date of their purchase (or six (6) months in the case of a reporting company), if so reporting for at least 90 days. The Company can make no prediction as to the effect, if any, that sales of Shares, or the availability of Shares for future sale, will have on the market price of the Shares prevailing from time to time. Sales of substantial amounts of Shares in the public market, or the perception that such sales could occur, could depress prevailing market prices for the Shares. Such sales may also make it more difficult for the Company to sell equity securities or equity-related securities in the future at a time and price which it deems appropriate. The Principal Stockholder has agreed to a “lock-up” agreement such that he is prohibited from selling Shares in the Company for not less than 180 days from the date of this Offering Circular.

**(19) WE MAY EXPERIENCE RISKS ASSOCIATED IF OUR SHARES WERE TO BECOME CLASSIFIED AS “PENNY STOCK” ONCE OUR COMMON STOCK BEGINS TRADING. At \$6.00 per share, the Company’s Shares would not be deemed “penny stock” as defined.** Once our common stock is quoted over-the-counter, if at all, subject to the Commission’s acceptance of our Regulation A Offering and FINRA’s permission to have a symbol issued and our stock quoted, our stock will not be subject to “penny stock” rules as defined in the Securities Exchange Act of 1934 Rule 3a51-1 unless the share price will have dropped at the time of the trading market commencing. If that were the case, because of the constraints on trading resulting from the “penny stock” definition, investors may encounter difficulty in selling their stock. The Commission has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Our common stock will not be subject to these penny stock rules for the foreseeable future. Transaction costs associated with purchases and sales of penny stocks are likely to be higher than those for other securities that are listed on a national, regional or international stock exchange. Penny stocks generally are equity securities with a price of less than \$5.00 plus cost of brokerage execution (other than securities registered on certain national securities exchanges or quoted on the NASDAQ proprietary system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or proprietary system).

The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document to its customer that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer’s account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer’s confirmation.

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In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from such rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for our common shares in the United States and shareholders may find it more difficult to sell their shares.

**(20) ONCE TRADING COMMENCES, THE PRICE OF OUR SHARES MAY EXPERIENCE SUBSTANTIAL VOLATILITY.** In recent years, the securities markets in the United States and Canada, particularly in respect of mining companies, have experienced a high level of price and volume volatility, and the market price of securities of many mineral exploration companies have experienced wide fluctuations in price which have not necessarily been related to the operating performance, underlying asset values, or prospects of such companies. The price of our common shares is also likely to be significantly affected by short-term changes in the price of capital, or in our financial condition or results of operations as reflected in our quarterly earnings reports. Other factors unrelated to our performance that may have an effect on the price of our common shares, once they are trading, if at all, include the following: the extent of analytical coverage available to investors concerning our business may be limited if investment banks with research capabilities do not follow our securities; lessening in trading volume and general market interest in our securities may affect an investor's ability to trade significant numbers of our common shares; the size of our public float may limit the ability of some institutions to invest in our securities; and a substantial decline in the price of our common shares that persists for a significant period of time could cause our securities to be delisted from the exchange or proprietary market on which the Shares may then be traded, further reducing market liquidity.

**(21) IN THE ABUNDANCE OF CAUTION, COMPANY MANAGEMENT WISHES TO MAKE THE FOLLOWING SUPPLEMENTAL SCHEMATIC DISCLOSURES APPLICABLE TO THE COMPANY AND ITS SPECIFIC TECHNOLOGIES. PROSPECTIVE INVESTORS ARE ENCOURAGED TO REVIEW THE FOREGOING RISK FACTORS DISCLOSURES AND ARE REMINDED THAT THE MULTIPLE TECHNOLOGIES CONSTITUTING THE IP PORTFOLIO ARE ALL DESCRIBED IN APPROPRIATE DETAIL IN "DESCRIPTION OF BUSINESS":**

**(a) Product Development**

(applies to CyberSoft, Border Sense, Ebox, Intelliclad and System 10)

Our products are at the prototype/concept/early stage of development. There may be unanticipated outcomes from the upcoming lab and field tests required to bring the products to readiness for industrial production and associated commercialization. Such unanticipated outcomes may result in delays of market launches, higher than budgeted costs as well as, in extreme cases, inability to bring the product to market. The risk is higher for products at an earlier stage of development.

**(b) Manufacturing Under Licensing Agreements**

(applies to CIPPS, Border Sense, Ebox, Intelliclad and System 10)

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Sensortecnic will not engage in manufacturing of end user products, instead our business model is to license our technologies. Under such an approach to manufacturing, Sensortecnic will not be responsible for the end product, but this approach subjects us to dependence on manufacturing partners to produce the products under licensing agreements. There is no assurance that our manufacturing partners will develop the ability to meet the full extent of both the volume and the quality requirements of our products.

Some licensing agreements are being negotiated by us, but none have yet been concluded. For example, as to CIPPS® (Critical Infrastructure Pipeline Protection System) assigned from an affiliate, we are in discussions with large U.K. utility companies for development of a completely intelligent “smart pipes” product, for consultancy, products and services-and, if an agreement is consummated as being discussed, we would expect to develop the product directly with that utility’s approved pipeline manufacturer. In this case, we provide printed sensors on a roll which is then sent to the customer’s pipe manufacturer who in turn builds the finished product.

Unanticipated delays in concluding the licensing agreements and/or setting up the production process in accordance with our specifications, due to the novelty, complexity and high technical requirements of the products, could occur. Moreover, our manufacturing partners may be unable to procure a sufficient supply of necessary raw materials and input components for the manufacturing of the products, where such raw materials and/or input components are not widely available.

### **(c) Customer acceptance**

(applies to CyberSoft, Border Sense, Ebox, Intelliclad and System 10)

There is no assurance that the Company’s products will be adopted by their target markets and/or will achieve sufficient penetration in these markets to support sustained profitable operations.

Some of the targeted market segments (for example, Border Sense and Intelliclad) are very specialized/concentrated and/or small in terms of the number of prospective customers. The small size of the potential customer base increases the customer acceptance risk.

Some of the targeted market segments (for example, Ebox and System 10) are in developing economies with customer bases having low purchasing power. On the basis of the future manufacturing costs, the Company may not be able to offer its products at prices affordable in these market segments.

### **(d) Competition**

CIPPS: Competitive solutions are offered by others, including large international players and industry leaders like GE and Siemens--although we believe that their solutions are technologically inferior to ours. Such competitor solutions are primarily based on data analytics and predictive risk modelling, rather than on detection of actual issues in real time

CyberSoft: A range of competitive solutions exists offered by a large and diverse pool of software companies.

Border Sense, Ebox, Intelliclad, System 10: While currently there are no directly comparable competitive solutions, they may be developed in the future, a situation we have no control over.

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**(e) Intellectual Property Infringement**

(applies to CIPPS, CyberSoft, Border Sense, Ebox, Intelliclad and System 10)

The Company's products will employ patent and other intellectual property protection. However, in markets in which intellectual property rights are not properly enforced, such as the developing economies targeted for Ebox and System 10, the envisioned protection may not be sufficient.

**(f) Health and Environment**

(applies to CIPPS, Border Sense, Ebox, Intelliclad and System 10)

The Company's products based on nanotechnology may be exposed to currently unknown health and environmental issues. The health and environmental risks posed by nanotechnology have not yet been studied sufficiently. Concern exists as to the potential toxicity of the technology and its products and applications.

It is noted that Sensortecnic's potential liability arising from the above mentioned currently unknown health and environmental matters will be limited, since the direct responsibility for the production and installation of the end products will be borne by the manufacturing partners. As an example, if Intel develops the microprocessor and then the computer manufacturer develops the end product, Intel's risks are limited the chip not the final product. Hence, the health and environment risk outlined relates more to our product's acceptance than to product liability.

**IF ANY POTENTIAL ADVERSE DEVELOPMENTS WERE TO ARISE FOR THE ABOVE STATED OR FOR OTHER REASONS, IT IS POSSIBLE THAT INVESTORS COULD LOSE THEIR INVESTMENT.**

**ITEM 4  
DILUTION**

Dilution represents the difference between the Offering Price per share and the net tangible book value per share immediately after completion of this Offering. Net tangible book value is the amount that results from subtracting total liabilities and intangible assets from total assets. Dilution of the value of the Shares you purchase is also a result of the lower book value of the Shares held by our existing stockholders.

Dilution arises mainly as a result of our arbitrary determination of the Offering Price of the Shares being offered. As a result of there being no established public market for our Shares, the Offering Price and other terms and conditions relative to our Shares have been arbitrarily determined by the Company and do not bear any relationship to assets, earnings, book value or any other objective criteria of value. In addition, no investment banker, appraiser or other independent third party has been consulted concerning the Offering Price for the Shares or the fairness of the Offering Price used for the Shares.

As of October 31, 2018, the net tangible book value of our shares of common stock was \$0 (and accordingly \$(0.00) per Share) based upon 20,335,000 shares outstanding prior to this Offering.

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If you invest in our Shares, your interest will be diluted to the extent of the difference between the public Offering Price per share of our common stock and the as adjusted net tangible book value per share of our capital stock after this Offering. Our net tangible book value as of October 31, 2018 was \$0, or \$(0.00) per Share of outstanding common stock. Without giving effect to any changes in the net tangible book value after October 31, 2018 other than by the sale of 8,333,333 Shares in this Offering at the initial public Offering Price of \$6.00 per Share, our *pro forma* net tangible book value will be \$49,984,998 or \$1.74 per share of outstanding common stock. Dilution in net tangible book value per share represents the difference between the amount per share paid by the purchasers of our Shares in this Offering and the net tangible book value per share of our capital stock immediately afterwards. This represents an immediate increase of \$1.74 per share of capital stock to existing shareholders and an immediate dilution of \$4.26 per share of common stock to the new investors.

The following table illustrates this per Share dilution:

	<b>166,666</b> <b>Shares</b> <b>(%)</b>	<b>4,166,167</b> <b>Shares</b> <b>(50%)</b>	<b>8,333,333</b> <b>Shares</b> <b>(100%)</b>
Offering Price per share	\$6.00	6.00	6.000
Net tangible book value per share before Offering	\$0	0	0
Increase per share attributable to new investors	\$.05	1.02	1.74
Pro forma net tangible book value per share after Offering	\$.05	1.02	1.74
Dilution per share to new investors	\$5.95	4.98	4.26

The following table summarizes the differences between the existing shareholders and the new investors with respect to the number of Shares of common stock purchased, the total consideration paid, and the average price per Share paid, on a range from 166,666 Shares (2.03% of the Offering) and the \$49,999,998 maximum amount being offered under this Offering Circular:

Price per share

Net tangible book value per share before offering

Net tangible book value per share after offering

Increase to present stockholders in net tangible book value per share after offering

Capital contributions

Number of shares outstanding before the offering

Number of shares after offering held by existing stockholders

Percentage of ownership after offering

### **Applicable to purchasers of Shares in this Offering if all 8,333,333 Shares sold:**

Price per share: \$6.00

Dilution per share: \$4.26

Increase to present stockholders in net tangible book value per share: \$1.74

Capital contributions: \$49,999,998

Number of shares outstanding after offering: 28,668,333

Percentage of ownership by public after offering: 29.1%



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**Applicable to purchasers of Shares in this Offering if 4,166,667 Shares sold:**

Price per share: \$6.00  
Dilution per share: \$4.98  
Increase to present stockholders in net tangible book value per share: \$1.02  
Capital contributions: \$25,000,002  
Number of shares outstanding after offering: 24,501,667  
Percentage of ownership by public after offering: 17.01%

**Applicable to purchasers of Shares in this Offering if 166,666 Shares sold:**

Price per share: \$6.00  
Dilution per share: \$5.95  
Increase to present stockholders in net tangible book value per share: \$0.05  
Capital contributions: \$999,996  
Number of shares outstanding after offering: 20,501,666  
Percentage of ownership by public after offering: 0.81%

The applicable percentages of ownership are based on an aggregate of 20,335,000 shares of our common stock issued and outstanding on October 31, 2018 .

**Future Dilution**

For business purposes, we may from time to time issue additional common stock, which may result in dilution of then existing shareholders. Dilution is a reduction in the percentage of a stock caused by the issuance of new stock. While not applicable at this time, dilution can also occur when holders of stock options (such as company employees) or holders of other optionable securities exercise their options. If in the future the number of Shares outstanding increases, each existing stockholder will own a smaller, or diluted, percentage of the Company, making each share less valuable. Dilution may also reduce the value of existing Shares by reducing the stock's earnings per share. There is no guarantee that dilution of the common stock will not occur in the future.

Shares Eligible for Future Sale.

Future sales of substantial amounts of our common stock in the public market could adversely affect prevailing market prices. Furthermore, since only a limited number of Shares may be available for sale shortly after this Offering because of contractual and legal restrictions on resale described below, sales of substantial amounts of common stock in the public market after the restrictions lapse could adversely affect the prevailing market price for our common stock as well as our ability to raise equity capital in the future.

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As of October 31, 2018, we had outstanding 20,335,000 shares of common stock, par value \$0.01 per share. Unless held by an affiliate (see below), all of the Shares sold in this Offering will be freely tradable once the Company commences trading on an exchange or proprietary trading market. An additional number of Shares will generally become available for sale in the public market from time to time thereafter upon expiration of their respective holding periods under Rule 144 discussed below, a portion of which will be subject to Rule 144 volume limitations.

### **Rule 144**

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the Offering of which this Offering Circular is a part, any person who is not deemed to have been a Company affiliate for purposes of the Securities Act at any time during 90 days preceding a sale and who has beneficially owned their Shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, subject to the Company's compliance with the public information requirements of Rule 144. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the closing of this Offering without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates who beneficially owns shares that were purchased from us, or any affiliate, at least six months previously, are entitled to sell upon expiration of any lock-up agreements, within any three-month period beginning 90 days after the date of this Offering Circular, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- If exchange traded, the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales of restricted shares under Rule 144 held by our affiliates or persons selling shares on behalf of our affiliates are also subject to requirements regarding the manner of sale, notice and the availability of current public information about us. Rule 144 also provides that affiliates relying on Rule 144 to sell shares of our common stock that are not restricted shares must nonetheless comply with the same restrictions applicable to restricted shares, other than the holding period requirement.

### **ITEM 5 PLAN OF DISTRIBUTION**

This Offering will be offered in as many as all 50 states and remain open for 90 days following its qualification and will terminate on October \_\_, 2019, unless extended by us for up to an additional 180 days or terminated sooner by us in our discretion regardless of the amount of capital raised. *There is no minimum amount to be raised but each investor must invest at least \$1200 or other multiples of \$600.* Once a subscription is received, subscription funds may be transferred by us directly from the Company's administrative account into our operating account for use as described in this Offering Circular. We are offering a maximum of 8,333,333 shares of common stock on a "best efforts" basis through registered broker-dealer/selling agent firms. Once subscriptions are accepted during the Offering Period, subscribers have no right to a return of their funds.

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The Shares will be offered on a “best-efforts” basis through broker-dealer(s) which are registered with the Financial Industry Regulatory Authority (“FINRA”). As of the date of this Offering Circular, selling agreements had been entered into by us with \_\_\_\_\_ broker-dealer firm, \_\_\_\_\_ LLC. Selling commissions of from \_\_\_%-8% of the Offering Price may be paid to broker-dealers who are members of FINRA with respect to sales of Shares made by them in connection with the Offering. We may be required to indemnify participating broker-dealers and possibly other parties with respect to disclosures made in the Offering Circular. Regardless of whether the Offering is consummated, the Company will pay \_\_\_\_\_ up to \$12,500 of its outside counsel fees and expenses and for all other reasonable and documented out-of-pocket expenses (subject to any limitations imposed by FINRA rules, regulations or interpretations).

\_\_\_\_\_, as selling agent, will receive either:

- Eight percent (8%) of the Offering Price on subscriptions raised by the selling agent; or
- For its services as executing broker on subscriptions raised by the Company, \_\_\_percent (\_\_\_%) of the Offering Price on subscriptions raised on the Company’s IPO website, namely [www.Sensortecnic.com/ipo](http://www.Sensortecnic.com/ipo)

A copy of the associated agreement between such executing broker and the Company [is be an exhibit to the Form 1-A relating to the Company’s Offering filed with the SEC.

We reserve the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA members, in connection with this Offering, for which we may pay non-contingent fees as compensation. No compensation will be paid to any principal shareholder, officer, director or any affiliated company or party with respect to the sale of our common stock for their introduction of friends, family and business acquaintances.

We are selling the Shares through commissioned sales agent(s) acting on a best efforts basis using our website, [www.Sensortecnic.com/ipo](http://www.Sensortecnic.com/ipo) to provide notification of the Offering.

This Offering Circular, once this Offering Statement is qualified, will be furnished to prospective investors via download 24 hours per day, 7 days per week on the above <http://www.Sensortecnic.com/ipo> website. In order to subscribe to purchase the Shares, a prospective investor must complete a subscription agreement and send payment by check, wire transfer or ACH.

The Shares are being offered by the Company through its engaged selling agent(s) or affiliated broker group(s) on a “best efforts” basis. The Company can provide no assurance that this Offering will be completely sold out. If less than the maximum proceeds are available, the Company’s business plans and prospects for the current fiscal year could be adversely affected. (See “Risk Factors.”)

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Any investor who purchases securities in this Offering will have no assurance that other purchasers will invest in this Offering. Accordingly, if the Company should file for bankruptcy protection or a petition for insolvency bankruptcy is filed by creditors against the Company, Investor funds may become part of the bankruptcy estate and administered according to the bankruptcy laws. The Company has the right to terminate this Offering at any time, regardless of the number of Shares that have been sold. If any prospective investor's subscription is rejected, all funds received from such investors will be returned without interest or deduction.

Any FINRA broker-dealer will receive selling commissions of \_\_\_ ( ) to eight (8) percent of the Offering Price which selling agent may re-allow and pay to participating FINRA broker dealers who sell the Company's Shares.

In order to subscribe to purchase the Shares, a prospective investor must complete, sign and deliver the executed Subscription Agreement to Sensortec Inc. and either mail or wire funds for its subscription amount (payable to Sensortec Inc.) in accordance with the instructions included in the Subscription Agreement.

The Company reserves the right to reject any investor's subscription in whole or in part for any reason. If any prospective investor's subscription is rejected, all funds received from such investors will be returned without interest or deduction.

In addition to this Offering Circular, subject to limitations imposed by applicable securities laws, we expect to use additional advertising, sales and other promotional materials in connection with this Offering. These materials may include public advertisements and audio-visual materials, in each case only as authorized by the Company. Although these materials will not contain information in conflict with the information provided by this Offering and will be prepared with a view to presenting a balanced discussion of risk and reward with respect to the Shares, these promotional materials will not give a complete understanding of this Offering, the Company or the Shares and are not to be considered part of this Offering Circular. This Offering is made only by means of this Offering Circular and prospective Investors must read and rely on the information provided in this Offering Circular in connection with their decision to invest in the Securities.

Investors must answer certain questions to determine compliance with the investment limitation set forth in Rule 251(d)(2)(i)(C) under the Securities Act which states that in offerings such as this one, where the securities will not be listed on a registered national securities exchange upon SEC qualification, *the aggregate purchase price to be paid by the investor for the Shares cannot exceed 10% of the greater of the investor's annual income or net worth*. In the case of an investor who is not a natural person, revenues or net assets for the investor's most recently completed fiscal year are used instead.

*The investment limitation does not apply to accredited investors, as that term is defined in Rule 501 under the Securities Act of 1933. An individual is an accredited investor if he/she meets one of the following criteria:*

- a natural person whose individual net worth, or joint net worth with the undersigned's spouse, excluding the "net value" of his or her primary residence, at the time of this purchase exceeds \$1,000,000 and having no reason to believe that net worth will not remain in excess of \$ 1,000,000 for the foreseeable future, with "net value" for such purposes being the fair value of the residence less any mortgage indebtedness or other obligation secured by the residence, but subtracting such indebtedness or obligation only if it is a liability already considered in calculating net worth; or
- a natural person who has individual annual income in excess of \$200,000 in each of the two most recent years or joint annual income with that person's spouse in excess of \$300,000 in each of those years and who reasonably expects an income in excess of those levels in the current year.

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An entity other than a natural person is an accredited investor if it falls within any one of the following categories:

- an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended, (i) if the decision to invest is made by a plan fiduciary which is either a bank, savings and loan association, insurance company, or registered investment adviser; (ii) if such employee benefit plan has total assets in excess of \$5,000,000; or (iii) if it is a self-directed plan whose investment decisions are made solely by accredited investors;
- a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust or a partnership, which was not formed for the specific purpose of acquiring the securities offered and which has total assets in excess of \$5,000,000;
- a trust, with total assets in excess of \$5,000,000, which was not formed for the specific purpose of acquiring the securities offered, whose decision to purchase such securities is directed by a “sophisticated person” as described in Rule 506(b)(2)(ii) under Regulation D; or
- certain financial institutions such as banks and savings and loan associations, registered broker-dealers, insurance companies, and registered investment companies.

The Company, subject to Rule 255 of the 1933 Act and corresponding state regulations, is permitted to generally solicit investors by using advertising mediums, such as print, radio, television and the Internet. We will offer the securities as permitted by Rule 251 (d)(1)(iii) whereby offers may be made after this Offering has been qualified, but any written offers must be accompanied with or preceded by the most recent Offering Circular filed with the Commission. We have plans to solicit investors using the Internet through a variety of existing internet advertising mechanisms, such as search-based advertising, search engine optimization and our website.

Please note: We will not communicate any information to prospective investors without providing access to the Offering Circular. The Offering Circular may be delivered through the website (to become accessible once this Offering is declared effective) or through email or by hard paper copy and/or the equity crowdfunding platform selected.

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By whatever means received or communicated, all of our communications will be Rule 256-compliant and will not amount to a free writing Offering Circular. We will not orally solicit investors and no sales will be made prior to this Offering Statement being declared effective/qualified and a final Offering Circular is available.

Prior to the acceptance of any investment dollars or subscription agreements, we will determine which state the prospective investor resides in. Investments will be processed on a first-come, first-served basis, up to the maximum offering amount of \$49,999,998.

Once qualified by the SEC and FINRA and likely concurrent with the Offering being terminated, we expect to receive a listing on the highest available exchange or proprietary trading market for which the Company qualifies, at minimum OTC Bulletin Board or a similar medium managed and overseen by OTCMarkets Group, Inc. or NASDAQ (See Risk Factor (9).)

### **Offering Expenses**

Irrespective of the number of Shares sold in this Offering, the Company is responsible for all offering fees and expenses, including the following: (i) fees and disbursements of our legal counsel, accountants and other professionals we engage; (ii) fees and expenses incurred in the production of offering documents, including design, printing, photograph and written material procurement costs; (iii) all filing fees, including FINRA and any blue sky filing fees; (iv) all of the legal fees related to the registration and qualification of the offered shares under applicable state securities laws and FINRA clearance; and (v) our transportation, accommodation and other road show expenses.

### **Pricing of the Offering**

Prior to the Offering, there was no public market for the Shares offered. The initial public Offering Price was arbitrarily determined by our Board of Directors. The principal factors considered in determining the initial public Offering Price include:

- the information set forth in this Offering Circular and otherwise available to our sole director;
- our history and prospects and the history of and prospects for the lines of business industry in which we compete;
- our prospects for future earnings and the present state of our development;
- the general condition of the securities markets at the time of this Offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by us.

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**Investment Limitations**

Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to [www.investor.gov](http://www.investor.gov).

**Offering Period and Expiration Date**

This Offering will start on or after the date this Offering Circular is declared qualified and effective by the Commission and will terminate 90 days later unless we extend the offering up to an additional 180 days.

**Procedures for Subscribing**

Any potential investor will have ample time to review the Subscription Agreement, along with their counsel, prior to making any final investment decision. We shall only deliver such subscription documents upon request after a potential investor has had ample opportunity to review this Offering Circular.

**Right to Reject Subscriptions**

After we receive your complete, executed subscription agreement and the funds required under the subscription agreement have been transferred to our administrative account, we have the right to review and accept or reject your subscription in whole or in part, for any reason or for no reason. We will return all monies from rejected subscriptions immediately to you, without interest or deduction.

**Acceptance of Subscriptions**

Upon our acceptance of a subscription agreement, we will be asked to countersign the subscription agreement and issue the Shares subscribed. Once you submit the subscription agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted subscription agreements are irrevocable and investors are reminded that there is no minimum associated with this Offering.

Under Rule 251 of Regulation A, non-accredited, non-natural investors are subject to the investment limitation and may only invest funds which do not exceed 10% of the greater of the purchaser's revenue or net assets (as of the purchaser's most recent fiscal year end). A non-accredited, natural person may only invest funds which do not exceed 10% of the greater of the purchaser's annual income or net worth (please see below on how to calculate your net worth).

NOTE: For the purposes of calculating your net worth, it is defined as the difference between total assets and total liabilities. This calculation must exclude the value of your primary residence and may exclude any indebtedness secured by your primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the offered shares.

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In order to purchase offered shares and prior to the acceptance of any funds from an investor, an investor will be required to represent, to the Company's satisfaction, that he is either an accredited investor or is in compliance with the 10% of net worth or annual income limitation on investment in this Offering.

**ITEM 6  
USE OF PROCEEDS**

We are offering for sale a total of 8,333,333 shares of our common stock at a fixed price of \$6.00 per share for the duration of this Offering. There is no minimum offering, meaning that we will retain the proceeds from the sale of any of the offered Shares. The Offering is being conducted on a best efforts basis by FINRA member firms. (See "Plan of Distribution.") The Shares will be offered for sale at a fixed price of \$6.00 per share for a period of 90 days from the effective date of this Offering Circular, unless extended by our board of directors for an additional 180 days. If all of the Shares offered by us are purchased, the gross proceeds to us will be \$49,999,998.

The proceeds to the Company from the sale of the shares of common stock (the "Shares") offered hereby (before associated organization and offering expenses) are estimated to be approximately \$49,999,998 if the maximum Offering is achieved (See "Capitalization" below). The following illustrates the Company's estimated application of proceeds (% in parentheses). As a point of comparison, we have added a column assuming a relatively nominal \$999,998 is (or 83,333 Shares are) sold during the up to 9 month Offering Period.

Sensortec Inc. (the "Company") is seeking to raise equity financing pursuant to Regulation A under the Securities Act of 1933. The proceeds received from the sale of Shares will be used to fund our research and development of innovative technology assets and the launching of the resulting products on the market, including the related working capital requirement. The proceeds to the Company from the sale of the shares of common stock (the "Shares") offered hereby (before associated organization and offering expenses) are estimated to be approximately \$49,999,998 if the Maximum Offering is achieved, \$25,000,002 if the Mid-Point Offering is achieved, and \$999,998 if the Assumed Offering is achieved. The following illustrates the Company's estimated application of proceeds.



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	\$999,998 (Assumed)		\$25,000,002 Mid-Point		\$49,999,998 Maximum	
	\$	% of total	\$	% of total	\$	% of total
<b>R&amp;D Cost (1)</b>						
<b>Research Cost</b>						
Licensing of patents	-	0,0%	5.000.000	20,0%	10.000.000	20,0%
Internal development of patents	50.000	5,0%	500.000	2,0%	1.000.000	2,0%
Outsourced services	50.000	5,0%	500.000	2,0%	1.000.000	2,0%
<b>Total Research Cost</b>	<b>100.000</b>	<b>10,0%</b>	<b>6.000.000</b>	<b>24,0%</b>	<b>12.000.000</b>	<b>24,0%</b>
<b>Product Development Cost</b>						
Cybersoft - File Tracker	160.000	16,0%	2.000.000	8,0%	4.100.000	8,2%
Border Sense	30.000	3,0%	2.000.000	8,0%	4.100.000	8,2%
Ebox	-	0,0%	1.000.000	4,0%	2.050.000	4,1%
System 10 Water Purification	-	0,0%	-	0,0%	-	0,0%
Intellicad - Smart Buildings	-	0,0%	-	0,0%	-	0,0%
<b>Total Product Development Cost</b>	<b>190.000</b>		<b>5.000.000</b>		<b>10.250.000</b>	
<b>Total R&amp;D Cost</b>	<b>290.000</b>	<b>29,0%</b>	<b>11.000.000</b>	<b>44,0%</b>	<b>22.250.000</b>	<b>44,5%</b>
<b>Product Launch Costs (2)</b>						
Sales and marketing	75.000	7,5%	2.600.000	10,4%	5.400.000	10,8%
Travel and sundry	25.000	2,5%	250.000	1,0%	500.000	1,0%
<b>Total Product Launch Costs</b>	<b>100.000</b>	<b>10,0%</b>	<b>2.850.000</b>	<b>11,4%</b>	<b>5.900.000</b>	<b>11,8%</b>
<b>General and Administrative Costs (3)</b>						
Personnel	300.000	30,0%	3.750.000	15,0%	6.500.000	13,0%
Premises	30.000	3,0%	750.000	3,0%	2.000.000	4,0%
Accounting and audit fees	50.000	5,0%	300.000	1,2%	500.000	1,0%
Legal fees	10.000	1,0%	250.000	1,0%	250.000	0,5%
IPO expenses	100.000	10,0%	100.000	0,4%	100.000	0,2%
Other Costs	19.998	2,0%	1.000.002	4,0%	1.499.998	3,0%
<b>Total General and Administrative Costs</b>	<b>509.998</b>	<b>51,0%</b>	<b>6.150.002</b>	<b>24,6%</b>	<b>10.849.998</b>	<b>21,7%</b>
<b>Working Capital (4)</b>	<b>100.000</b>	<b>10,0%</b>	<b>2.500.000</b>	<b>10,0%</b>	<b>5.000.000</b>	<b>10,0%</b>
<b>Acquisition Fund (5)</b>	<b>-</b>	<b>0,0%</b>	<b>2.500.000</b>	<b>10,0%</b>	<b>6.000.000</b>	<b>12,0%</b>
<b>TOTAL</b>	<b>999.998</b>	<b>100,0%</b>	<b>25.000.002</b>	<b>100,0%</b>	<b>49.999.998</b>	<b>100,0%</b>

**Footnotes**

The following is an overview of the intended application of the proceeds of the Offering over a period of 12 months with inbuilt contingency for a period of 6-12 months, as a function of the success of the Offering's raise:

- (1) R&D costs comprise both the scientific research that will be completed in order to develop the general and specific technologies on which the Company's products will be based, and the product development to bring the specific technologies to the market. In general, costs that will be invested in R&D relate to the overall process to take the technologies from their current state of concept/prototype to market readiness. The utilisation of funds for R&D spend is in line with all major IT technology companies allocating an amount between 5-20% of total funds raised to R&D while the balance is used to develop its the foundation of the business.

Research Costs will include license fees for the use of externally developed patents, legal and other costs to register internally developed patents, as well as outsourced service as the Company will recruit some research staff on an ad hoc basis as required to complement the capacity of its own team (refer also to the notes relating to personnel cost further below). If the assumed is raised, the Company intends to invest \$100,000 in research activities. If the mid-point is reached, we intend to invest \$6,000,000 and, if the maximum is reached, we intend to invest \$12,000,000.

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Product Development Costs can be directly associated with each specific technology that the Company will develop and bring to market. They comprise the cost of the necessary equipment and software, the production cost of prototypes, and the manufacturing setup cost that will be incurred together with joint venture industry partners.

While product development has many sub-components, our objective is simply to take, in the order of commercial priority, each product from a technology readiness level to finished certified product to market and commence generating revenues for the Company. The product development processes we will use are industry standards:

- EVT - Engineering Validation and Testing
- DVT - Design Validation and testing
- PVT - Production Validation and Testing

If the assumed is raised, the Company intends to invest \$190,000 in product development, including \$160,000 in the Cybersoft (Beta project name Altronus), technology and \$30,000 in the Border Sense technology. If the mid-point is reached, we intend to invest \$5,000,000, including \$2,000,000 in the Cybersoft technology, \$2,000,000 in the Border Sense technology and \$999,998 in the Ebox technology. If the maximum is reached, we intend to invest \$10,250,000, including \$4,100,000 in the Cybersoft technology, \$4,100,000 in the Border Sense technology and \$2,050,000 in the Ebox technology.

The technologies in which the Company will invest the proceeds from the sale of the Shares for product development are those considered by it as most promising in terms of marketability and profitability. The Company's management believes that a strong focus on a smaller number of technologies in the Company's initial stage will be more productive and have a higher probability of success, compared to simultaneous investment in all technologies in its portfolio.

The total investment in R&D Costs of \$290,000, if the assumed is raised, will not be sufficient to bring any of the Company's products to the market, but it will be utilized to build the foundations for Sensortecnic's CyberSoft and Border Sense and move the business forward until we receive the next tranche of investment.

In contrast, further \$10,710,000 invested in R&D Costs, if the mid-point is raised, i.e. a significantly higher investment of \$11,000,000 in total, will allow the Company to complete the prototype of a small section of the border wall which will be used to showcase the technology to the US Government and other international customers, in order to secure an order book and initiate manufacturing with its industrial partners for Border Sense. At the same time, CyberSoft, being a suite of data protection tools designed to safeguard organisations' digital information from servers, computers and personal devices as well as protect our energy supply infrastructure, is a software tool with most components ready for testing. We plan to launch CyberSoft to market within 12 months and start revenue generation.

Ebox (smart solar energy harvesting system in a modular unit) is a more complex piece of technology. It will take longer to get to market—we anticipate up to 3 years, as well as a greater amount of investment. This product will continue to be developed, if funding for it is secured of at least \$5 million.

Still further \$11,250,000 invested in R&D Costs, if the maximum is raised, i.e. \$22,250,000 in total, will enable Sensortecnic to launch at least two products on their respective markets by the end of 2020. The investment in a sound IP foundation, long-term partner relationships and a sustainable customer base will lead to the building of a successful, cash flow generating business which will then be in a position to internally fund the necessary R&D for the remaining products in its pipeline.

It is further noted that the R&D Costs presented in the schedule represent a mix of internal and external resources the Company plans to use for its R&D activities. Proceeds from the sale of Shares will also be invested in personnel and premises costs for the internal R&D team that the Company will develop which are included in the overall personnel and premises costs presented under "General and administrative costs". Notwithstanding the classification, the relevant portion of these costs also represents R&D activities. Premises, engineering specialist staff and equipment are generally the largest R&D cost for technology companies. For Sensortecnic these costs are exceptionally low as the Company has full access to its predecessor Datatecnic Corporations' R&D facilities in the UK and its pool of engineers, located in the Centre for Process Innovation (CPI) in the UK.

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- (2) Product Launch Costs relate to the commercialization of the specific technologies developed through licensing agreements or joint ventures with industry partners. They comprise sales and marketing costs, including web and print advertising, the production of various marketing materials including promotional video, and roadshows. The spending will be in accordance with a Sales & Marketing Budget which will be approved by the Company's Board of Directors and will be reflected in a detailed media plan developed by professionals. If the assumed is raised, the Company intends to invest \$100,000 in product launch costs. If the mid-point is reached, we intend to invest \$2,850,000 and, if the maximum is reached, we intend to invest \$5,900,000. If any differentiating amount between \$1m and \$50m is raised then a pro rate amount will be spent resulting in the total spend to be the same as forecasted. This is applicable to all cost centres.
- (3) General and Administrative Costs primarily relate to personnel and premises. The Company intends to create a global centre of excellence in the US which will be a base for developing and sustaining a valuable pool of sophisticated skills underpinning further R&D. Personnel and premises costs will also cover sales and marketing personnel, management and administration. Further general and administrative costs include accounting and legal fees as well as other costs necessary for the set up and maintenance of the Company's operations. IPO expenses are also included. If the assumed is raised, the Company intends to invest \$509,998 in general and administrative costs. If the mid-point is reached, we intend to invest \$6,150,002 and, if the maximum is reached, we intend to invest \$10,849,998.
- (4) The proceeds from the sale of Shares will also be used to finance the necessary working capital of the Company. If the assumed is raised, the Company intends to invest \$100,000 in working capital. If the mid-point is reached, we intend to invest \$2,500,000 and, if the maximum is reached, we intend to invest \$5,000,000.
- (5) If the Company succeeds in raising equity at the mid-point or above, a part of the proceeds from the sale of Shares will be invested in an Acquisition Fund. The Acquisition Fund will be used to invest in promising concepts and technologies developed outside of the Company to expand the Company's portfolio and potentially pre-empt competition. This will also bring in a readymade customer base and revenue streams. If the mid-point is raised, the Company intends to invest \$2,500,000 in the Acquisition Fund and, if the maximum is reached, we intend to invest \$6,000,000.

Although the Company intends to utilize the proceeds of the Offering as disclosed above, the Company's Board of Directors will have significant discretion as to the final use of the proceeds.

## **ITEM 7 DESCRIPTION OF BUSINESS.**

### **Formation**

The Company was formed on October 8, 2018, as a Colorado corporation. We are an innovation company in the field of nanotechnology and Artificial Intelligence (AI) that specializes in developing "intelligent" based solutions for mission-critical applications primarily in the Infrastructure, Energy and Environment and Security sectors.

Sensortecnic is committed to sustainability through innovation and its vision is centered on driving positive change through cutting-edge technologies. The Company's Mission is to make the world a better place through creative thinking and innovation with its proprietary smart sensor technologies driven by machine learning AI software engines.

The Company was established by Mohammed Zulfiquar, computer scientist and entrepreneur with 35 years of industry experience and credibility, and a long track record of patents and awards in novel, disruptive technologies. In 2011, Mr. Zulfiquar founded Datatecnic Corporation ("DTC") in the UK through which he created a suite of products and registered patents aimed at improving sustainability through nanotechnology. The technologies originated by DTC are the basis for the operations and planned future product development of Sensortecnic in the US.

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### **Business Model**

Our core focus is to develop solutions to solve some of the world's major problems as highlighted in this Offering Circular and then to commercialize those solutions through licensing and/or joint venture agreements with industry partners. A number of such agreements are currently in discussion.

We submit that our business model is very similar to Qualcomm, <http://www.qualcomm.com/> (namely invent and innovate groundbreaking solutions—leaving product manufacturing and commercialization to our industry partners). To further develop that comparison, Qualcomm develops the mobile phones, chipsets and strong patents solutions, but it generates the majority of its revenues from Intellectual IP licensing.

We also plan to receive the bulk of our revenue streams through IP licensing of technologies we own, control or to which we have access. This model, we believe, enables us focus on our core competencies, technology innovation and leveraging our industry partners to accelerate their business through our smart technologies.

Our business model is also very similar to the Intel model: developing our technologies to certain Technology Readiness Levels (TRLs), but not to full production, and then rolling out the products in cooperation with industry partners. Said another way, it is our objective to develop the technologies while our partners will commercialize such technologies into finished products.

This business model, we strongly believe, will “de-risk” our business operations, reduce our cash requirements and increase shareholder returns more quickly.

We contend that the backbone of Sensortecnic will be our existing Intellectual Property (IP) and, prospectively, our ability to easily invent and innovate new IP. Over the past seven years, the Company's affiliate (DTC) has developed an extensive IP portfolio and, under its ethos of “continuous innovation”, has filed 24 patents, some of which have been ranked within the top 5 patents in the IP League Table 100, run by the leading IP company Metis IP based in Glasgow, UK Sensortecnic has secured exclusive licenses for the US over the most promising concepts and technologies developed by DTK and will continue the technology-related R&D activities, with further 20+ patent applications planned for 2019 and around 50 planned for 2020. These include several other novel applications for its sensor array technologies, including sensor arrays, photonics technologies, MEMs, Printed Electronics (PE) and AI software algorithms.

Business support so far has generally been provided on a freelance/contract basis rather than through employees. The Company has six employees and recruits support, research and other staff on an ad hoc basis as required, with a current consultant count standing at about 50. This model has proved to be extremely cost effective and efficient during the early development stage of the business allowing us to arrive at the current stage at a (relatively) minimum cost without compromising the quality of the creative and professional resources used. As funds are raised from the Offering, we intend to develop our in-house team (largely based in the US) supported by an ongoing U.S recruitment program to continue to grow with the business. A majority of these people will industry sector scientists to design and develop its ongoing IP portfolio and then build IP licensing business.

## Operations

The Company will develop its finished products through its joint venture (JV) or licensing agreement relationships. The Sorsortecnic team will work, in our opinion, very closely with its manufacturing partners until the finished product is commercialized—with the Sorsortecnic technologies deeply embedded and tested into the products of its Original Equipment Manufacturer (OEM).

We have no intention to go into high volume product manufacturing, that is not our core competency.

We plan to address the infrastructure, utilities, security and energy markets, including both the private and the government sector, with proprietary technologies which are the subject of a number of both previously issued and pending/planned patents. In addition to the patents, we have registered several incontestable trademarks to protect pipeline products we plan to bring to market.

Our current pipeline comprises the following five products:

- **CyberSoft** (Beta name Altronus) – a data security tool to protect corporate and government assets in the water, gas and other key infrastructure sectors from a cyber outage; protecting personal data by digital quantum keys embedded within the files. When transited electronically, these files can be tracked by the owner and self-deleted (destroyed) when needed.
- **Border Sense** – next generation border walls with embedded technologies to ensure total security for countries' borders, prison walls and other specialized applications.
- **Ebox** – energy harvesting solar box, the world's first small self-contained energy harvesting unit, ten times more efficient than traditional solar panels and considerably cheaper.
- **Intelliclad** – Smart Buildings, Smart Cities applications, sensors and software to ensure residents are safe in high-rise buildings with real time risk monitoring, automated fire extinguishing response through smart hydrants and rapid exit through external smart EE-Pods (emergency Exit Pods).
- **System 10** – an off-grid portable water purification system using nanotechnology to purify water without the use of chemical or membranes through a nano bubble process.

A more detailed discussion of each of those technologies follows.

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### **CyberSoft**

CyberSoft is a suite of software programs designed for data protection. The name of the beta project is “Altronus”, Greek for defender and protector. The name of the final, commercially available product may change.

CyberSoft’s product development is around 75% complete. The product will continue its development for vertical sector products and different language platforms such as Microsoft Windows, Oracle and SAP, etc. We plan for a full scale product rollout in Q1 2021.

*Problem 6.4 billion:* The number of fake emails sent worldwide—every day

- 50%: The number of local authorities in England relying on unsupported server software
- 31,946,181,599: The total number of records containing personal and other sensitive data compromised between January 2017 and March 2018
- 550 million: The number of phishing emails sent out by a single campaign during the first quarter of 2018
- 71,464: The number of government officials in one state using “Password123” as their password
- 22 million: The number of stolen identities used to make fake comments during a US inquiry into net neutrality
- USD \$729,000: The amount lost by a businessman in a scam combining “catphishing” and “whaling”
- USD \$3.62 million: The average cost of a data breach last year

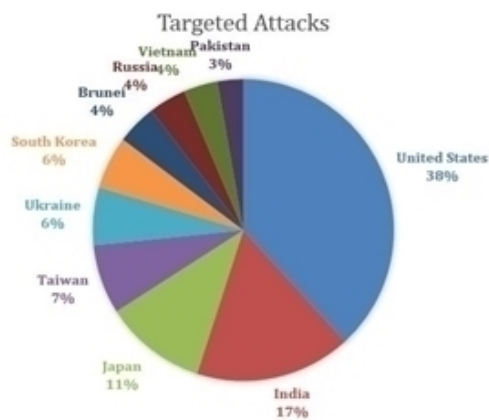
People around the world are becoming increasingly dependent on smart devices. Sending and receiving massive amounts of data back and forth, we rely on the transfer and storage of data on a daily basis. Hackers and cyber attackers know this and know how to steal data for their profit. With the increasing amount of data businesses and its customers are producing comes an increasing number of people maliciously trying to obtain it.

In 2017, there were increases in ransomware attacks, financial fraud and massive data breaches. It was a busy year for security practitioners, and 2018 has been no different, with new global regulations, redesigned threats to new devices, and ways seeking to combat those threats. A new report by digital security specialists Gemalto reveals that 945 data breaches led to a staggering 4.5 billion data records being compromised worldwide in the first half of 2018, with the total number of breaches down year-on-year—but the number of records compromised up 133% as the severity of those attacks increase. The US is the number one target for such attacks.

Targeted attacks are often state-sponsored, though some have been by private groups. A nation might try to spy, disrupt, sabotage or rob from another entity. Again, the US is the No. 1 target.

It’s not a statistic you’d want to own, but the US is not alone. Here is a breakdown of the top 10 countries affected by targeted attacks between 2015 and 2017.

*Solution*



CyberSoft has been designed to protect personal data through unique traceability and embedded data fingerprint capability which will destroy any files abused or ends up in the wrong hands.

CyberSoft has been in the making for almost five years by DTC, designed to deliver the next generation of data security software for computers and mobile devices. CyberSoft's unique method of delivery and monitoring of the movement of confidential data files offers an exceptional level of security to the owner of the original file. In a world where every business's lifeline is its computer data, it is important for organizations to ensure all data is logged, tracked and delivered safely and securely to their target locations with absolute assurance.

CyberSoft works in the following way: a unique digital signature known as a quantum key is attached to the file which needs to be protected. The quantum key integrates both quantum physics with a qbit (quantum bit) and a computer data bit (data byte). When these two technologies are combined together, they form a super lock which is impossible to break. This level of security is far beyond the standards currently used by the US Government in their data security systems.

Once the file has been sent, the user can then monitor its movement from any browser. Should the recipient try to forward the protected file, or copy or transmit it to a non-prespecified location, or should the file otherwise arrive at a location other than the intended one (i.e. a specified computer with BIOS and HW ID Match), an automatic signal is sent to the owner of the file. Following that, depending on the owner's instructions, the file will either self-destruct or its contents will be blacked out.

A further feature CyberSoft offers is its ability to trace and locate a person's personal data across billions of data sets across all platforms, such as Facebook and media companies. CyberSoft can then remove these files from any platform, if the owner wishes to do so. Whether it is your personal files on a social media platform or business documents across emails, CyberSoft offers the owner of the data a real level of security.

The CyberSoft application is easy to use. It resides on a principal server or is hosted. It monitors all data on a given computer by creating a Software Audit Map ("SAM"), maintaining secure data logs of all data movements.

CyberSoft is an open platform-based architecture designed to be easily configured to customers exact requirements. It is easily integrated into a range of available platforms, including IOS, Windows, SAP, Oracle and machine code. Application configuration to industry sectors can be made easily by CyberSoft integration tools which helps software engineers rapidly deploy the tool at low cost.

CyberSoft is currently being tested at Saudi Aramco, and government agencies in the UAE through our OEM partner (Original Equipment Manufacturer) to monitor data movements and back intrusion into Critical Infrastructure Assets (CIA).

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### *Commercialization*

Our business model to commercialize our technology is through partnerships. We will launch the product directly on a small scale for live integrity testing, in parallel with commercialization through corporate partners and application by direct customers (such as government bodies), other entities in the public sector and under Large Scale Volume Licensing (LSVL). Our objective is to achieve simple, low costs and low risk quick routes to market.

### ***Border Sense (Next Generation Border Protection Solutions)***

#### *Problem*

Most of the world's border defenses are aged, broken and not fit for their intended purpose. Very relevant to the US-Mexico border wall, Border Sense is a brand-new invention by Mr. Zulfiquar on which he has so far worked through DTC in the UK. It is a "smart" border wall designed from the ground upwards to address not only the currently newsworthy US-Mexico border wall paradigm, but importantly numerous other opportunities throughout the world. The expected revenues will be based on potentially a very large market. Border control is a perennial issue faced by almost all countries of the world and is particularly problematic for countries with long on-land borders—since harder to effectively monitor and police, while at the same time being much easier to cross than sea borders. One such border, which has been the subject of much debate in recent years, is the US-Mexico border.

A typical method for border control is to erect some form of barrier along the border in order to deter or physically stop people from entering the country unlawfully. More rudimentary barriers include wire fences which may be lined along the top with barbed wire. Such fences are particularly ineffective as they are very easily breached (e.g. with wire cutters) or scaled.

An alternative is to instead erect a tall, thick, solid wall (such as steel-reinforced concrete), which is more difficult to scale and breach. However, such walls take a long time to build, require a huge amount of materials and are hence extremely expensive (especially for particularly long borders), and cannot be easily upgraded, replaced or repaired.

A further fundamental problem with typical border control barriers is their inability to stop or detect people tunneling underneath them, which effectively renders them obsolete.

It would therefore be advantageous to provide a wall suitable for border control applications which can sense when someone is trying to tunnel under it.

It would further be advantageous to provide a wall suitable for border control applications which can sense when someone is trying to tunnel under it, which is also cheaper, quicker to install, easier to replace, easier to repair and/or easier to upgrade than currently-used barriers.

It would be yet further advantageous to provide a wall suitable for border control applications which can sense when someone is trying to tunnel under it, which can also sense when someone is trying to scale it and/or when it is breached or damaged (for example if someone tries to break through it or knock it down).



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### *Solution*

Border Sense is externally a normal wall, but internally it is deeply embedded with state-of-the-art technologies to protect breaches from the front, i.e. attempts to go through the wall; breaches from below, i.e. from tunneling; and breaches from the top, i.e. from climbing over. A series of sensors continuously monitor the wall and its perimeter for a range of threats and communicate information in real time. The features include video capture with facial recognition involving deep machine learning analytics to identify and cross-reference the trespasser to databases across the world by sharing data with other government bodies in the same and in other countries. They further include fingerprint detection which records and then cross-references fingerprints to other government databases. Border Sense has the potential for creating the world's largest fingerprint landscape with a capability of detecting a million fingerprints per minute. Finally, Border Sense also includes ground penetrating radar (GPR) that monitors for breaches below the surface, again a world first feature.

The core technology architecture of Border Sense is based on DTC's CIPPS Smart Pipeline Technology of TFT Thin Film Technology) with embedded smart printed sensors through OPE (Organic Printed Electronics) to which Sensortecnic has secured an exclusive license and consists of a mixture of technologies delivering an intelligent autonomous system, a future-proof facility. The main specification of the wall built with the Border Sense technology, more appropriately called Smart Digital Barrier, are the following:

- Modular structure easily constructed, repaired or upgraded. The interchangeable, pre-produced modules are constructed from steel columns with thin concrete rows.
- The modules will be self-powering, using Thin Film Technology (TFT) photovoltaics.
- An extra layer: Embedded within the surface of each module will be a thin layer of graphene film. Graphene is a revolutionary super composite 100 times stronger than steel and more conductive than gold. This will give the wall an inner strength of steel, thus making penetration almost impossible.
- Digital sensors will be embedded in the modules during manufacturing. The top panels will be imbedded with micro touch sensors on polyethylene terephthalate (PET) triggered when physically touched. This is a matrix of invisible, not discernible micro sensors.
- A robotic track with smart camera system with facial recognition capabilities will travel across the entire wall length scanning persons of interest within the perimeter mapped zone, facilitating rapid response. Modular units positioned at central points will ensure real-time coverage of entire length, again for rapid response. The intelligent camera system will record biometric data of persons of interest which is then fed directly to Homeland Security central servers.
- GPR senses across the entire wall and is integrated with the infrastructure showing any breaches underground such as tunneling.
- Through the above listed features, the Smart Digital Barrier will monitor a range of critical data sets which will be transmitted in real time to different authorities, as predetermined. Any potential breach of the barrier will send real time data with location information and images, including to the nearest border police unit.

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- Software algorithms involving AI and machine learning will be specially developed to process and clean the data collected by the sensors for a seamless interface with other US databases and with databases of its allies in order to be able to identify, monitor and track any person of interest picked up by the sensors.
- Portable drones situated at strategic points will be connected digitally. These are autonomous vehicles which will be activated as and when required to track persons of interest. Data collected by the drones will be immediately and automatically transmitted to central control. Drones will return to their secure self-charging stations automatically.
- Virtual wall sub-sections of “wall” can be specifically tailored for locations where installing a physical wall is not feasible.
- The Smart Digital Barrier will require minimal maintenance as it will be digitally protected against failure, damage or physical breaches.

The functions offered by Border Sense can help all governments across the world build a safer and more secure future for everyone. In its present conceptual form, the Smart Digital Barrier was specifically developed for the US Government. Sensortecnics has submitted a grant application to develop a working model pre-commercialization. The Company is currently engaged with representatives of the White House to present the technology and develop a working model for inspection by the President and all security agencies. The proposition is to design a completely novel framework for a resilient low-cost Smart Digital Barrier to solve an age-old problem using our core innovative technologies coupled with reconfigured and optimized existing security systems. We believe this proposal is significantly more advanced than any “wall” proposed so far to the US government and will provide a more sophisticated and humane method of securing the borders of the United States.

### *Cost angle*

From a cost perspective, we have used all our research data for the US Government Border Sense proposal. Our initial focus is the US market. Other countries and market sectors will follow.

For the US Government Border Proposal, our research suggests there are various project cost estimates for the new US-Mexico border wall, ranging from \$8 billion to \$67 billion. President Trump estimated that the wall can be built for a figure ranging from \$8 billion to \$12 billion, and his first budget request in fiscal 2018 was for not less than \$5.6 billion toward planning, designing and building it.

Congressional Republicans said they expect it would cost from \$12 billion to \$15 billion, based on what it cost to build existing border fencing. According to Reuters, an internal Department of Homeland Security report said the wall could cost up to \$21.6 billion. Independent estimates have been much higher. A study published in the MIT Technology Review said a 1,000-mile (let alone a 2,000) wall would cost from \$27 billion to \$40 billion. The study estimated:

- \$8.7 billion for concrete
- \$4.6 billion for steel
- labor costs at \$14 billion to \$27 billion.

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Separately, Bernstein Research calculated \$15 billion to \$25 billion for labor, land acquisition and construction costs.

Based on Trump's 2017 budget request for \$2.6 billion to plan, design and build 75 miles of wall, Democratic Senator Claire McCaskill's office estimated the per-mile cost would be about \$37 million, or nearly \$67 billion for the entire 2,000-mile border. 12 Dec. That is a staggering \$7,115 per foot.

Sensortecnic's Border Sense wall is estimated to cost considerably less, our estimated costs are around \$1,000 per foot, \$5.2m per mile, 7x cheaper than McCaskill's office estimates.

Border Sense costs are far less than competitor options as it our wall does not need the height, the thickness or the material intensity. The security comes from the technology.

We are convinced that the expense of a traditional wall, including the required regular maintenance, will be more than compensated by Sensortecnic's integrated Smart Digital Barrier technology at a fraction of the cost.

### ***Ebox***

Ebox is a photovoltaic based electricity generator housed in a modular unit about the size of a washing machine. It is designed to produce electricity via an energy harvesting process involving the capture of ambient light through a small light collection unit based outside.

The light collection unit is about the size of small tennis ball. The light then travels through the fiber channels. The light is then processed by Ebox's photonics (light technology), one light particle at a time using quantum computing processors. Like other Sensortecnic's technologies, this concept is, we believe, a world's first.

Traditional roof based bulky and expensive solar panels convert only a fraction of the sun's energy into electricity, with an average absorption rate of 14%, Ebox's innovative architecture and design enables the unit to concentrate the sunlight in a repeated loop to intensify the electricity generation. Ebox achieves a much higher sunlight absorption rate of 50%+ through a mix of patented technologies and processes, the innovation lying in the smart chip algorithms which processes each light cell into low cost highly concentrated energy particles. The higher sunlight absorption rate immediately overcomes the insulation problem, enhancing Ebox's great potential. The excess electricity, not immediately utilized by the Ebox unit owner, can be stored in a battery or sold on the market through the electricity transmission grid. This could have significant promise for emerging economies which are currently at the mercy of antiquated or unreliable electric infrastructure. Ebox utilizes a readymade subcomponent, including TFT (Thin Film Technology) photovoltaic cells. The IBM Q. quantum processor, Nasa x11, light processor processes the associated energy particles produced. The important point here is that Sensortecnic has used some of the most robust components to develop its unique electricity harvesting system at low risk and low cost of ownership but with quicker deployment to commercialisation.

Ebox is currently in development, with a working beta design beds and TRL Level 10 components technology readiness level. The full Ebox completed system is estimated at Technology Readiness Level (TRL) 3-4 meaning that it is expected to be market ready within 2-3 years of investment. Final field/trial test will to be on a relatively large scale (around 1,000 customers) for at least 9 months.

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### *Problem*

Global warming is a very real threat to humanity which is something almost all of the major countries agree on.

The ozone shield is a layer in the stratosphere of the planet with just the right size (almost miraculously) to reflect the excess ultraviolet radiation that comes from the Sun (which would be harmful to life on Earth). This layer only allows 70% of the incoming solar radiation to reach the atmosphere. This amount of radiation provides the exact levels of heat and light that allow the existence of life on our planet.

This ozone layer is composed of the so-called Greenhouse Gases (GHG) that include water vapor, methane, nitrous oxide, ozone, chlorofluorocarbons, hydrofluorocarbons and carbon dioxide (CO<sub>2</sub>). The accumulation of GHG creates a layer that reflects the UV radiation and concentrates the incoming heat from solar radiation in the atmosphere of the planet. This allows planet Earth to keep its temperature levels within ranges suitable for living. Otherwise, Earth would be too cold for the existence of life.

This is a natural process called Greenhouse Effect, and it has occurred over millions of years. However, increasing the amount of GHG above normal values has a negative effect on Earth's temperature because the layer becomes thicker than what it should be and heat increases radically, leading to high-temperature values with bad consequences for the planet.

Solar energy has been around for a number of years and, although solar energy technologies have improved over the years, the principal model has not changed much, namely a number of solar panels are installed on roof tops or other surfaces in a sun facing direction. However, issues with the current solar panel technology are widely known. The productivity of solar panels remains at a low level with efficiency in the range of 14%, the remainder being dispersed as heat. with a ROI payback period of 5-7 years.

Furthermore, solar panels can only produce electricity in clear sunny weather. These efficiency problems are compounded by the fragility of existing solar technology which is often hampered by seemingly insignificant events such as stray leaves, wind or even dust. The inverter stack, which is an inherent part of the technology, is the part most susceptible to failure – yet according to a WHICH study, 28% of customers needed to replace or repair it within the initial two years. This means that the installation of solar panels can be an enormous commitment risk--especially given the significant initial outlay by the consumer, while maintenance of the installed panels can be insufficient.

Further negative factors impacting conventional solar panels include that they require local authority planning permission and look ugly. On a more logistical level, solar panels cannot be easily relocated, which is off-putting for transient populations such as private renters.

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From a cost perspective, the technology, which has received much government backing in recent years, is still 5-11 times more expensive than the production of electricity by conventional methods. Part of this is due to the cost of semiconductors which are usually manufactured in Asia and reliant on supportive import tax regimes. The UK government was highly supportive of solar energy for a number of years, offering household grants in order to facilitate installation. However, in 2016 it announced the end of its solar energy scheme. As a result, installations fell by 75%, proving that the industry is highly price sensitive.

On the other hand, the environment in the US has been less receptive. The recent revocation of tax breaks for solar panels has led to the cancellation of \$2.5 billion in installation contracts. Installation of solar panels is predicted to decrease in 2019 and 2020 by 20% and 17% respectively. In addition to the impact of the tax breaks revocation, the solar industry in the US is currently suffering also from the high import duties on Asian imports.

In addition to solar panels being expensive to install, repairs to the installation can be expensive because each panel has to be removed from its location and then replaced with another unit.

### ***Solution***

Ebox redefines the whole solar panel concept from an end user application perspective setting, in our opinion, new industry standards. It is innovative since it does not require direct sunlight to hit the panels. The innovation lies inside the Ebox, in how single light cells are collected, and then processed, into low cost energy.

Ebox has the same energy output as 10 conventional solar panels of one square meter each. Currently its current energy output is around 13 kW, expected to double every three years going forward as photovoltaics sensors and LLP technologies improve, i.e. at a rate comparable to that for computer memory technology which has doubled every 2-3 years since the 1980s.

Ebox is small, is standalone and easily stored internally or externally.

- Sunlight collection externally to the Ebox enables a more efficient system configuration compared to traditional solar panels.
- Ebox does not require a planning permission or, to reiterate, direct sunlight.
- Ebox is low maintenance due to in-built computerized self-diagnostic systems.

In addition to its greater efficiency and utility, Ebox is a far more economical alternative and would not be reliant on government subsidies to survive. In fact, its efficiency in terms of price positioning is a major feature. Furthermore, despite the recent curtailment of cost incentives in the US and the UK, customer demand for the panels retains a significant potential. As electricity shortages are becoming increasingly common, it is unlikely that sustainable sources of energy will lose appeal to industries and consumers alike. In our experience, the awareness of climate change issues is growing and government initiatives globally are likely to increase. Hence, we expect to be able to benefit from subsidies and grants in various countries, without reliance on any individual scheme to create a viable market.

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Ebox's simple but unique modular configuration, which can be best compared to a computer server cabinet, can easily be scaled to meet end-user requirements. In addition, Ebox can be expanded over time and, accordingly, the investment can be phased in over time. A household can slowly ramp up its investment by adding more than one receiver, as the receiver itself is cheaper to produce. This makes it an attractive proposition for environmentally conscious and financially conservative middle classes. Sensortecnic estimates the cost per household at under \$5,000, with a target price of \$2,500 per unit, undercutting the production costs of the incumbent electricity producers. Sensortecnic plans to offset the impact of the currently imposed import duties on Asian imports through strategic relationships with manufacturers within the UK and the US.

### *Commercialization*

With 19 trillion watts of electricity required globally every year in a market worth in excess of \$1.5 trillion per annum, the opportunities are vast.

The traditional model of electricity transmission via large central power stations is obsolete and ill-suited to currently emerging economies. In many developing countries, centralized power distribution is unreliable and expensive. This deficiency means that half the world's population struggles to join the global economy.

We foresee a large market especially in rural areas with limited access to the grid where our product will still be affordable and more than capable of meeting local energy requirements. This technology could have far reaching benefits for such populations: it is estimated that 1.5 billion people worldwide are without access to electricity, a problem which is most acute in sub-Saharan Africa. This method of localized electricity generation could solve this substantial issue.

A further attractive characteristic of the Ebox is its lack of reliance on water in order to produce electricity – current figures suggest that 39% of the water in the USA is used for the production of electricity.

Sensortecnic intends to produce Ebox under a series of licensing agreements whereby electricity companies will provide and lease the units to villages and local communities.

### *Intelliclad®*

Intelliclad is a system of non-combustible cladding panels which contain embedded Sensortecnic's smart micro sensors. It is designed to monitor the safety conditions of buildings through three core modules:

- Firstly, micro-sensors monitor the safety and integrity of the tower block in real time, with inbuilt multiple failsafe systems. In the event of an emergency, Intelliclad triggers an alert to emergency services, followed by a sequence of automated SMS messages to residents and fire marshals.
- In case of a fire, Intelliclad sends risk data (on people count, location and hazard conditions) to emergency response services in advance of their arrival, allowing them to manage both the situation and the safety of those involved, saving them crucial time and allowing them to attend the scene prepared.
- Simultaneously, Intelliclad's system activates "Smart Hydrants" (externally positioned rapid response hydrants) acting as force multipliers for emergency fire services through their completely autonomous assistance. The hydrants travel directly to the fire within seconds to extinguish the flames – a revolutionary approach to dealing with the early stages of high-rise fires.

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Phase II of the development of Intelliclad will be Emergency Evacuation Pods (“EE-Pods”) which will enable the evacuation of those trapped inside the buildings via a series of external pods or smart lifts situated on the roof of the high-rise. Although still in the concept phase, we intend to use kinetic and friction energy-controlled intelligent software to enable the movement of pods to the affected areas once the fire has been extinguished. It is hoped that residents or workers could then leave the high-rise and be transported down up to 50 floors in under two minutes. Sensortecnics plans to develop this module jointly with an elevator manufacturer while maintaining control over IP and know-how.

### *Problem*

Increasing worldwide urbanization has generated a boom in vertical construction (rather than traditional low-story developments). This is particularly true in the UK where the spiraling cost of land has led to more than £450 (\$571.5) billion high-rise construction in the past twelve months alone. There are currently 500 high-rise structures in the UK’s construction pipeline, of which 70% are destined for use as homes. This reliance on tower block buildings has led to heightened risk assessment and safety concerns in recent years.

Worldwide, there are 211,722 tower blocks in the largest 100 cities. With global urbanization gathering pace – and heading skywards – residential health and safety has become more relevant than ever.

Casualty figures in high rise tower fires are often increased by two factors: the installation of combustible cladding due to poor regulation (a common occurrence in the UK) and the inability of the emergency services to reach those trapped inside.

The major risk factor in such vulnerable structures’ centers on accessibility: fire services are unable to reach floors over 32 meters (ten stories) high – yet British planning regulations state that only one staircase is needed in a high-rise, leaving just one major point of exit. Following the Grenfell Tower disaster in June 2017 (in which 72 people died), the UK government resolved to investigate and improve existing standards and regulation for high-rise safety. An interim report by the UK’s Health & Safety Executive was scathing about the UK’s current fire safety regulations, condemning them as “not fit for purpose”. It is widely hoped that there will be some legislative changes to boost current standards. Nonetheless, the logistics of accessibility and evacuation remain a pressing concern. Following the Grenfell Tower disaster, local authorities and private owners have been working to identify any high-rise residential buildings that are clad with potentially unsafe material. Some 6,000 buildings have been assessed in this large-scale, complex task. Of these, some 297 private sector buildings have been identified as using Aluminium Composite Material (ACM) cladding. As a result, retrofitting of unsafe cladding is currently driving demand for cladding products in the UK.

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### *Solution*

From a health and safety perspective, Intelliclad can offer numerous benefits, including swift notification of any fire outbreak and a more efficient targeting of the fire itself. We envision that the cost of building upgrades would be offset by a lower fire risk profile, which would feed into lower insurance premiums.

A benefit of Intelliclad is nanotechnology's intrinsically economic features, highly significant when examining the safety upgrading of high rises. Current technology would require investment exceeding £42 billion at about £2 million per tower block, just to align them with current global safety standards. In comparison, the Intelliclad system adds only around £300,000 to the cladding panel costs.

The cost of retrofitting existing tower blocks is significant. Meanwhile, reluctance to invest is often cited as a cause of insufficient safety standards and indeed was said to be one of the underlying causes of the Grenfell tragedy. Moreover, many tower blocks in the UK and further afield are run by authorities as social housing and, as such, may not be particularly amenable to such an expense. Intelliclad is likely to be welcomed as a viable alternative for these authorities although such discussions are yet to take place.

### *Commercialization*

Following rigorous testing of Intelliclad, we have entered into a trial tests with Metalline Services LTD, a leading architectural metalwork manufacturer based in the West Midlands. Metalline has worked on many award-winning buildings such as The Curve in Slough and Number One Valentine Place, winner of the 2013 New London Architectural Award for an office building.

According to the terms of agreement, the marketing and development of a client base will be the responsibility of Metalline, which plans to offer its cladding with inbuilt sensors as an option. Intelliclad is now at the production stage and awaiting initial contracts. Sorsortecnicis is currently approaching local authorities in the UK which are highly committed to upgrading the cladding in the wake of the Grenfell disaster.

The Grenfell fire has brought to light the importance of cladding technologies and materials (combustible materials being the cause of the fire's severity) and the market in the UK is growing rapidly as a result, with many local authorities and private developments under pressure to retrofit safer cladding solutions. The market is now estimated at £90 million and due, to this size, Sorsortecnicis will need to seek further partnerships with other cladding, construction and architectural framework manufacturers to generate a series of global licensing agreements

### *System 10*

System 10 is a greywater reclamation technology that delivers fresh water to World Health Organization (WHO) standards. Sorsortecnicis's proprietary System 10 technology involves the processing of water at a microscopic level, separating out the impurities by molecule pressure measured by nanoparticles. System 10 uses a mix of underlying fundamental technologies, primary nanoscale Atomic Force Microscopy ("AFM") and nano bubble particle separators eliminating the need for filters or membranes. In this way, System 10 is able to remove an estimated 90% of viruses and bacteria at a fraction of the cost compared to other technologies. The processing is powered by photovoltaic units to facilitate the use of System 10 in the poorest parts of the world where there is no electricity.



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System10 is now ready for laboratory testing, as the product development stage is estimated at TRL 6-7, similarly to Ebox. Sensortecnics intends to use a portion of the proceeds from the Offering to complete field tests.

### *Problem*

Only 0.007% of the world's water is potable fresh water. This is becoming an increasingly precious resource as the global population continues to grow unabated. According to the UN, water use has grown at twice the rate of population in the last century and it is estimated that, by 2025, 1.8 billion people worldwide will be living in areas plagued by water scarcity. This is a particular issue in the Middle East and Africa where a combination of poor water management and decreasing natural resources has led to a crisis in terms of access to water. Desertification in certain areas means that 85% of available water is diverted to agriculture. Despite this effort, countries such as Yemen are currently unable to produce enough food to support its population. Rich countries are not immune either: UAE is the largest consumer of water in the world, yet its water table is dropping by one meter per year. While such dry countries may turn to desalination, this is not an adequate solution long term, since it depletes minerals from the water and excess salt is often dumped into the sea, exacerbating environmental problems further.

Although the most severe water concerns lie in the Middle East and Africa, these concerns are fast becoming a global problem. It is predicted that the demand for water will rise by 55% between 2000 and 2050. The US Environmental Protection Agency (EPA) estimates that at least 40 states will be suffering from water shortages by 2024.

Greywater recycling offers one solution to these pressing issues. The global water recycling and reuse market was valued at approximately \$13.67 billion in 2017 and is expected to generate revenue of around \$32.17 billion by the end of 2024, growing at a CAGR (Compound Annual Growth, a UK Financial terms) of around 13% between 2018 and 2024. Current technologies involve the processing of clean used water, often from a kitchen or bathroom sink/shower. Conventional methods include biological systems, such as constructed wetlands or living walls and bioreactors or membrane bioreactors which are a variation of the activated sludge process and are also used to treat sewage. Some greywater systems function mechanically, using sand filtration, lava filter systems and systems based on UV radiation.

Nonetheless, these established methods are unable to cleanse grey water of dangerous bacteria and waterborne viruses to a level that would satisfy WHO water standards. This means that greywater is currently destined for home and garden use only rather than being able to assist meaningfully with the supply of potable water.

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All current greywater reclamation strategies require chemically treating water to remove impurities, viruses and bacteria. This may make water sterile, but it also makes it unfit for human consumption and poses a threat to groundwater, soil and marine life.

Wastewater treatment typically consists of three phases as follows:

- The primary treatment method consists of screening, filtration and sedimentation to remove solids.
- The secondary treatment method currently consists of using bacteria and/or algae to consume biological matter to render the water safer. Up to 85% of suspended solids can be removed via this process. However, the water is still unsafe to drink and, as can be understood, utilizing bacteria to digest biological matter ensures considerable amount of bacteria remains in the water.
- The tertiary treatment method consists of chemicals such as chlorine to further reduce the biological load. It is expensive and still delivers limited results as the water remains unsafe to drink.

Major wastewater treatment companies at the moment include Veolia (market cap ~\$12 billion) and Ecolab (market cap ~\$30 billion). The majority of wastewater treatment plants are, however, owned and operated by smaller local or quasigovernmental bodies. The nature of the market has resulted in relatively low levels of innovation. Current solutions are cumbersome and inadequate when dealing with large volume of water. Traditional wastewater operators are heavily burdened with wasteful, uneconomical assets and operations. Current water reclamation in much of the world takes place through sewage treatment plants. These large-scale works require considerable investment and are limited in scope in terms of where they can be placed.

### *Solution*

Sensortecnic's envisions System 10 as a significant contributor to the water recycling industry, offering a solution to many of the current problems outlined, and is aiming to target both industrial and personal users. The initial focus will be the households and the charities markets where it will be able to deliver a genuine step-change in capability.

The following benefits of System 10 are outlined below:

- Eliminates more than 90% of bacteria and viruses and removes oils, detergents, heavy metals and proteins.
- Eliminates odors, bad taste and discoloration. Conventional water reclamation technology often relies on “detesting” equipment to make water palatable. System 10’s chemical-free purification system negates the use of these products and delivers clean water immediately.
- Modular and scalable: Like our other technologies, System 10 is designed to scale easily.
- System 10’s unique modularity allows easy configuration for all types of users.
- Zero membranes used: Physical filters – which are used by most water companies – rapidly become soiled and contaminated. System 10 eliminates the need for filters.
- Chemical free: System 10 is completely chemical free and produces potable water at a far higher yield than conventional methods.

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- Low power consumption: System 10 easily adapts to existing energy infrastructure and can be configured to receive solar power for green energy operators.
- Internet of Things (IoT) ready. Like our other technologies, System 10 will feature a remote monitoring capability with in-built diagnostics to ensure performance meets stated parameters.
- Automation: Unlike competitor technologies, System 10's integrated intelligence will test input water to ensure its water purification operates at peak efficiency. A further automated check will take place to ensure delivered water is pure.

Possibly the most important aspect of System 10 are its self-testing and self-reporting capabilities: In essence, the system can manage itself by using proprietary technology to detect when water purity drops below a defined level, which would then halt the processing and supply of water. This would greatly alleviate the burden on water companies for the testing procedures.

A further, environmental benefit of System 10 is its ability to also oxygenate water. Many cities across the world suffer from "dead zones" in nearby bodies of water where excessive pollution caused by faulty wastewater treatment technologies has left lakes, rivers and seas completely bereft of life. Through System 10 increasing Dissolved Oxygen ("DO") levels, purified water can once again become a thriving home to life and a replenishable, sustainable source for aquaculture worldwide.

### *Commercialization*

System 10 is currently at the laboratory testing stage and we plan to allocate some of the proceeds from the Offering towards completing its product development. Further development work is required around self-testing, power and water purity balance. The product is targeted for full scale rollout between 2021 and 2022. We plan to be shipping units before then but mainly for large scale field and live testing working with strategic vertical partners (utility companies) with whom Sensortecnicns intends to work under a series of licensing agreements.

System 10 was initially designed for industrial water purification system. However, that plan has been changed to prioritize the small, low-cost affordable units for the domestic and charities markets to provide clean drinking water in poverty and war-stricken markets. To answer the needs of these markets, System10 will be low-priced (under \$2,000). Nevertheless, the Company also sees a potential market amongst the water-heavy industries and will proceed to address them at the next stage.

Sensortecnicns' initial target markets for System 10 are:

- **Charities:** The initially targeted market will be charities providing or financing clean water to those who currently lack access. The Company has already secured interest from water charities such as Muslim Aid and Islamic Relief and the government of Iraq which intends to purchase the system (and is in discussions with other organizations).
- **Households:** Sensortecnicns is currently in talks with Unilever to create a bespoke system which would be fitted and used in residential settings. Our vision is that one day every home will have System 10 installed providing clean drinking water free of plastic, lead and other contaminants, a global problem for all developed countries and in particular in the US where a majority of states have advised their residents not to drink tap water.

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### **R&D**

#### *R&D facilities in the UK*

DTC, Sensortecnic's affiliate, has been able to carry out its R&D activities at a highly discounted rate thanks to UK government support through the availability of R&D facilities at various UK locations. The benefit provided in this form is valued at around £500,000 (\$634,950), primarily through initiatives such as Innovate UK and the European Growth Fund which have supported the business in completing Proof of Market (POM) and Proof of Concept (POC) studies. A major achievement was the awarding of a dedicated facility at the Centre for Process Innovation (CPI) which is the most advanced R&D facility in the UK for Printed Electronics. This center is the UK Government's flagship OPE R&D facility developed at a cost of more than £500 (\$635) million. The valuable in-house resources of the facility include close to 300 technical experts across many levels and fields and the equipment to fast track the entire R&D process at a fraction of the commercial cost. The cost of using the facility is approximately £200,000 (\$254,000) for a two-year agreement. To put this in context, we understand that the cost to develop the same resources on one's own would exceed £30 (\$38) million.

The agreement for the use of the facility runs for two years until September 2020 and can be extended, if needed. Sensortecnic will benefit from this R&D facility both directly and indirectly by being an exclusive licensee for the technologies developed by DTC as well as by being able to conduct its own R&D.

It is further noted that, were the CPI agreement to be withdrawn by the UK government for any reason, the R&D processes could be transferred to alternative sites, thanks to DTC's membership in the Organic Printed Electronics ("OPE") industry. Based in Germany, OPE will allow us access to the Innovation Lab facilities in several sites around the world. It is thought that the ramifications of Brexit will not affect this access.

#### *R&D facilities in the US*

Mr. Zulfiquar, through DTC, has extensive experience in procuring R&D resources not only from government agencies, but also from private partners. CIPPS, DTC's major project, has alone benefited in R&D goodwill for more than £10 million from organizations such as CPI, Parlex, UU, SAP Saudi Aramco and NPL. This includes free consultancy support, use of fabrication facilities (FABS), testing, product simulation and materials design.

Sensortecnic in its capacity of DTC's affiliate draws on this experience and has earmarked a number of US based potential technology support partners to provide similar services. One of them is Parc, Rank Xerox's R&D division, which is the world number one in PE. We are advised the cost of building a dedicated, own R&D center would be around \$100 million. Hence, the business model utilized by the Company presents a very significant saving to its investors. However, in procuring such resources, Sensortecnic seeks to strike a fine balance between the access to much needed R&D and the retention of full control over its IP and will avoid arrangements requiring it to render rights to the partner.

The Company is also exploring any grants or subsidies that it may be entitled to in the US .

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**Marketing Plan**

Sensortecnicns intends to use proceeds from the Offering to bring its technologies to market in a structured and methodical way with a focus on the on the most market-ready product first – see Post Investment Landscape for further details. Its key products are discussed below (in order of proposed release):

We are in the process of completing a detailed Sales and Marketing plan with breakdown of all activities including sales, marketing, public relations (PR) and investor relations (IR).

We will price less than the perceived value premium to penetrate the market and seek ultimate payoff from geometrically growing associated consumable residuals, similar to HP.

**ITEM 8  
DESCRIPTION OF PROPERTY**

As of the date of this Offering Circular, we use the offices (without charge to the Company) of our Chairman, CEO and Principal Shareholder, namely Mohammed Zulfiquar—adapting as appropriate. Our office address is 90 Canal Street, 4<sup>th</sup> Floor, Boston, Massachusetts, 02411, United States of America.

Our telephone number is 857-323-9025. Currently, this space is sufficient to meet our needs. We do not foresee any significant difficulties in obtaining any required additional space if needed. We do not own any real property.

Our UK offices will be relocated in 2020 to 36 Calthorpe Rd, Birmingham, West Midlands, United Kingdom. The offices will house our headquarters; offices and a small in-house manufacturing facility. The property is owned by DTC. The monthly rent is yet to be confirmed but will be a maximum of \$10,000 per month. The lease will be flexible (1) year rolling, that we will be able to continue to renew on a year to year basis for as long as necessary.

Sensortecnicns has full access to the team and equipment at DTC’s R&D facility. This is based in the North East Technology Park (NETPark), Sedgefield, County Durham, UK and is a part of the Centre for Process Innovation (CPI). The UK Government has invested more than \$650 million in developing this facility, which specialises in emerging technologies such as Printed Electronics (PE), Smart Materials, MEMS and Nano Sensors. Sensortecnicns, under an IP Assignment Agreement, is charged at cost plus a 5% margin for use of equipment and resources. The agreement will ensure that Sensoretcnicns has at its disposal all the resources it requires for the development of all its technologies.

**ITEM 9  
MANAGEMENT'S DISCUSSION  
AND ANALYSIS OF FINANCIAL CONDITION  
AND RESULTS OF OPERATIONS**

This section of the Offering Circular includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like, believe, expect, estimate, anticipate, intend, project and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this Offering Circular. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our forecasts.

The Company was only recently organized, on October 8, 2018. There is no historical financial information about us upon which you can base an evaluation of our performance. As reflected in the attached financial statements, the Company has had very limited operations and has had neither revenue nor profits, since we are currently an exploration stage company. We cannot guarantee we will be successful in our business operations. Our business is subject to risks inherent in the establishment of a new business enterprise and prosecution of our acquisitive, capital intensive business plan as outlined in "Description of Business".

Our auditors have issued a going concern opinion on the financial statements for the year ended October 31, 2018. The Company's ability to continue as a going concern is dependent upon a successful Offering and the completion of the product development and commercialization of our products. The Company believes that a well subscribed Offering will make that possible. In the absence of any arrangements to raise additional funding, other than through this Offering, if we do not succeed in raising the necessary capital, we will either have to suspend operations until funding is procured or cease operations entirely.

We have no assurance that future financing will be available to us on acceptable terms. If financing is not available on satisfactory terms, we may be unable to continue, develop or expand our operations. Equity financing could result in additional dilution to existing shareholders.

Assuming a successful completion of this Offering, our operating plan for the following 12 months is summarized below:

- Hire executives and key R&D and sales personnel on a full-time and ad-hoc basis, based on needs and the availability of finance
- Establish bases of operation for product development and business development
- Proceed with product development for CyberSoft and Border Sense as outlined in "Use of Proceeds" and "Business Development"
- Continue the establishment of contacts and the discussions with potential manufacturing partners
- Marketing activities and business development in accordance with our Sales & Marketing budget as outlined in "Use of Proceeds"

As of October 31, 2018, we had cash on hand of \$0 for our operational needs. Currently our operating expenses are approximately \$0 per month. The Company has approximately \$0 in debts as it begins operations concurrently.

**ITEM 10**  
**DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES**

**Directors and Officers:**

- |                       |                   |
|-----------------------|-------------------|
| 1. Mohammed Zulfiquar | CEO               |
| 2. Stela Ivancheva    | CFO and Treasurer |
| 3. Richard Drake      | Director          |

**Employees:** Sensortecnics is a newly formed entity and currently has no paid employees.

**CEO – Mohammed Zulfiquar**

CEO and Founder, Mohammed Zulfiquar. Mohammed has over 35 years of experience in the mainframe computer industry and expanding out over a 35 year career into computer design, software engineering, risk and disaster recovery management, and now heavily into AI (artificial Intelligence), machine learning and nano sensors. Mr. Zulfiquar also has extensive management experience at board level. He was trained by IBM's Disaster Recovery division in the 1980s and went on to work for Ericsson Defence Systems for U.K. and International Defence.

Mr. Zulfiquar is the recipient of several notable awards for innovation and contribution to the 'Risk Assurance' markets. In 1999, he pioneered Eaton's 'wafer chip fabrication restoration' processes and has since filed almost 40 patents (some pending) for novel technologies. It is estimated that he has successfully delivered over USD10bn recovery projects on behalf of global insurers.

Mohammed will lead Sensortecnics team with his clear vision, technical and strong business experience.

**CFO – Stela Ivancheva**

Sensortecnics has appointed Stela Ivancheva as interim CFO. Stela is a transaction advisory professional with over 20 years of experience, 15 of those with Ernst & Young, where she managed significant projects across manufacturing, telecoms, energy and financial services. Stela has led numerous financial due diligence projects and other advisory engagements in Bulgaria, Greece, Romania and Serbia. Stela is a Director at Baker Tilly, where she leads financial advisory projects in the areas of M&A, compliance, special investigations, *inter alia*. She holds a BA in Applied Economics and Business Administration from, and is ACCA certified.

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**Officers:**

With the funds from this IPO (assuming at least \$1,000,000 is raised) and/or cash flow, Sensortecnic is anticipating completing the executive employment of personnel needed.

The following table sets forth the names and ages of our current directors, executive officers and significant employees:

<u>Name and Age</u>	<u>Position(s) Held</u>	<u>Date of Appointment</u>	<u>Other Public Company Directorships</u>
Mohammed Zulfiquar (57)	CEO and Chief Architect	Since Inception	EGYF
Richard Drake (59)	Director	Since Inception	None
Stela Ivancheva (43)	CFO & Treasurer	Since Inception	None

**Terms of Office**

Each of our directors is elected by our Board of Directors to serve until the next annual meeting of directors or until their successors are duly elected and qualified. The officers, in turn, are selected by a majority of the Board and serve at the pleasure of the Board. The current slate of directors and officers is outlined above. Our Board of Directors, going forward, will be elected by a majority vote of common stock then outstanding.

**Legal and Disciplinary History of Our Officers and Directors.**

None. During the last five years, excluding traffic violations and minor offenses, none of the above designated directors or officers has been: (a) convicted in a criminal proceeding or named as a defendant in a pending criminal proceeding; (b) the subject of an entry of an order, judgment, or decree, not subsequently reversed, suspended, or vacated, by a court of competent jurisdiction, that permanently enjoined, barred, suspended, or otherwise, their involvement in any type of business, securities, commodities, or banking activities; (c) the subject of a finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodities Futures Trading Commission, or a state securities regulator of a violation of U. S. Federal or state securities or commodities trading laws, which finding or judgment has not been reversed, suspended, or vacated; or (d) the subject of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited any of our directors' or officers' involvement in any type of business or securities activities. Similarly, none of the above designated directors or officers is a disqualified person under Rule 230.262, Rule 230.505(b)(2)(iii) and Rule 230.506(d)(2)(ii) of the Securities and Exchange Commission. Identification of Significant Employees.

We employ no significant employees other than Mr. Mohammed Zulfiquar, Mr. Richard Drake and Stela Ivancheva, each of whose role in the Company is outlined above.



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**Family Relationships**

We currently do not have any Sensortecnic's officers or directors who are related to one another.

**Committees**

We do not currently have an audit, compensation or nominating committee. Our Board of Directors, currently comprised of three (3) members, is expected for the foreseeable future to act as a "committee of the whole" board and, as such, is not expected to have separate audit, compensation and nominating committees. Following the completion and effectiveness of this offering and after FINRA permits us to have our securities quoted and issues us a symbol, we intend to include one or more independent directors and intend to adopt a charter for each committee.

The audit committee functions being performed by our Board of Directors, currently and for the foreseeable future, requires the oversight and primary responsibility for reviewing the services performed by our independent auditors, evaluating our accounting policies and our system of internal controls.

The compensation committee functions being performed by our Board of Directors, currently and for the foreseeable future, requires the oversight for implementation and approvals of the compensation structure, including all forms of compensation, relating to our directors and executive officers and periodically reviewing and approving any long-term incentive compensation or equity plans, programs or similar arrangements.

The nominating committee functions being performed by our Board of Directors, currently and for the foreseeable future, requires selecting individuals qualified to become our directors and in determining the composition of the Board and its committees.

**Compliance with Section 16(a) of the Exchange Act.**

Section 16(a) of the Securities Exchange Act of 1934 requires directors and executive officers and persons who beneficially own more than 10% of a registered class of equity securities to file initial reports of ownership and reports of change in ownership of common stock and other equity securities with the Commission. Since our inception, and for the foreseeable future, we have not had a class of equity securities registered under the Securities Exchange Act of 1934, as amended; therefore, compliance with Section 16(a) thereof by our officers and directors is not required. Once the Company becomes what is called a "Section 12" reporting company, our officers, directors and greater than 10% stockholders will be required by the Commission's rules and regulations to furnish us with copies of all Section 16(a) forms they file.

**ITEM 11  
COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS**

\$0: Salary  
\$0: Bonus  
\$0: Other Compensation  
\$0: Total: 0\*

\* We have not paid any cash salaries or other forms of compensation since inception to date.

Basis of Presentation for Summary Compensation Table.

There are no employment contracts, compensatory plans or arrangements, including payments to be received from us with respect to any executive officer, that would result in payments to such person because of his resignation, retirement, or other involuntary termination of employment by us, any change in control, or a change in the responsibilities of any of our directors or executive officers following a change in our control.

Outstanding Equity Award.

There are no current outstanding equity awards available to our executive officers.

Long-Term Incentive Plans.

There are no arrangements or plans under which we would provide pension, retirement or like benefits for our directors or executive officers.

Compensation of Directors.

At present, our three (3) directors receive no annual stipend, salary or bonus for his service as a member of our Board of Directors.

**ITEM 12  
SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS**

The following table sets forth the information concerning the number of shares of our common stock owned beneficially as of June 20, 2019, by our: (i) directors; (ii) executive officers; and (iii) each person or group known by us to beneficially own more than 5% of the outstanding shares of our common stock.

Unless otherwise indicated, the shareholder listed below possess sole voting and investment power with respect to the shares they own.

<u>Name and Address of Beneficial Owner</u>	<u>Title of Class</u>	<u>Amount and Nature of Beneficial Ownership (2)</u>	<u>Per Cent of Class (3)</u>
Mohammed Zulfiquar (1) (2) (3)	Common	20,000,000	98.352%
All Officers & Directors as Group	Common	20,335,00	100.0%

(1) For purposes of this disclosure, the address for each director or officer is that of the Company.

(2) The number and percentage of shares beneficially owned is determined under rules of the Commission and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares as to which the individual has sole or shared voting power or investment power and also any shares, which the individual has the right to acquire within 60 days through the exercise of any stock option or other right. The persons named in the table above have sole voting and investment power with respect to all shares of common stock shown as beneficially owned by them, subject to community property laws where applicable and the information contained in the other footnotes to this table.

(3) Based on 20,335,000 issued and outstanding shares of our common stock as of June 20, 2019.

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### **Changes in Control**

There are no present arrangements or pledges of any of our securities, equity or debt, which may result in a change in our control.

### **Legal and Disciplinary History of Our Beneficial Owner(s)**

During the last five years, excluding traffic violations and minor offenses, no officer, director or greater than 5% beneficial owner of our common stock has been: (a) convicted in a criminal proceeding or named as a defendant in a pending criminal proceeding; (b) the subject of an order, judgment, or decree, not subsequently reversed, suspended, or vacated, by a court of competent jurisdiction, that permanently enjoined, barred, suspended, or otherwise, his/their involvement in any type of business, securities, commodities, or banking activities; (c) the subject of a finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodities Futures Trading Commission or a state securities regulator of a violation of U. S. Federal or state securities or commodities trading laws, which finding or judgment has not been reversed, suspended or vacated; (d) the subject of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limit his/their involvement in any type of business or securities activities; or (e) a disqualified person under Rule 230.262, Rule 230.505(b)(2)(iii), and Rule 230.506(d)(2)(ii) of the Securities and Exchange Commission.

## **ITEM 13 INTEREST OF MANAGEMENT IN CERTAIN TRANSACTIONS**

The portfolio of technologies that Sensortecnic controls through assignments and licenses were acquired directly from Mohammed Zulfiquar. We believe that such IP acquisition were on terms commensurate with unrelated third parties. There are no other transactions where management has a direct or indirect personal interest. See Note 9b) to the Financial Statements for more information on these IP assignments and licenses.

As mentioned in “Description of Business” earlier in this Offering Circular, Sensortecnic and DTC are affiliated companies. This Item addresses the relationships between the two entities and answers the following questions:

1. What is the history of DTC, Sensortecnic’s affiliate?
2. How and why was Sensortecnic formed?
3. What is the business relationship between DTC and Sensortecnic?
4. Is there a special deal or any special benefits to Sensortecnic?
5. What is the long-term plan for DTC?

### **What is the history of DTC, Sensortecnic’s affiliate?**

DTC is a UK company registered in November 2011, founded by Mohammed Zulfiquar. The company is a private enterprise funded by private investors, primarily friends and family, with total investment to date of around £3 million.

The company was set up to address the aged and failing Oil & Gas (O&G) and water pipeline integrity markets with its concept of “intelligent pipes”. The product was called CIPPS® (Critical Infrastructure Pipeline Protection System).

The company was the world’s first to develop smart sensors to monitor the condition of pipelines and to alert operators months before total outage, saving the industry billions of dollars in lost revenues from leaking pipes. Multiple patents were filed and granted for the invention.

The subsequent years were spent on the long journey from concept to commercialization. Today DTC is recognized as the leader in smart pipeline technologies with customers, including Severn Trent Water, Anglian Water and Saudi Aramco. During this journey the company and its founder and CEO Mohammed Zulfiquar received several prestigious awards for innovation and contribution to industry.

In addition to pipeline technologies, CEO Mohammed Zulfiquar also developed a number of other technologies for the Cyber, Energy, and Infrastructure markets. Those technologies were planned for DTC as a second stage rollout.

Our initial plan was to take DTC public in the USA, but after consultations that plan was changed to creating and newly registering an entity in the US for the IPO while keeping DTC in the UK with a focus solely on pipeline applications.

The reason for this decision was twofold: 1) to allow DTC to remain focused on the Pipeline market while spinning out the products addressing other markets; and 2) DTC cannot go public until Q4 2020 because of the tax breaks received by its shareholders for investing in a high tech business under the UK Government’s Enterprise Investment Scheme (EIS).



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### **How and why was Sorsortecnic formed?**

For these reasons it made sense to form a totally new entity in the US, Sorsortecnic Inc, that could focus on commercializing all other technologies outside of smart pipes as explained in Item 7 “Business Description” of the Offering Circular.

This strategy gives both companies focus, it also keeps the business case clean and simple for investors and customers. Sorsortecnic plans to raise capital through the sale of its shares on the stock exchange to build a great business. The technologies that will be developed by Sorsortecnic are very relevant to the US market which will facilitate raising capital there. Furthermore, Wall Street understands better value of innovation and the market potential for such technologies, in particular “Border Sense”, the world’s first smart wall with embedded sensors, setting standards for the next generation of border defenses.

### **What is the business relationship between DTC and Sorsortecnic?**

The two companies have a common founder, CEO and majority shareholder, Mr. Mohammed Zulfiquar. His ultimate goal is to act in the best interest of both companies, and it is his plan that at some point in the not too distance future both companies will be merged under the guidance of their professional advisors.

### **Is there a special deal or any special benefits to Sorsortecnic?**

#### *Technical Know How*

DTC’s team and its founder Mohammed Zulfiquar have the knowhow to take an idea from concept to commercialisation. This knowhow together with vast innovation team resources from within the company, its connections in academia, the UK government, network experts at Innovate UK and industry experts will be made available by DTC to Sorsortecnic, giving it a leverage to fast track its journey to market with considerable cost savings.

#### *Facilities*

Without a modern, top-notch research and development facility Sorsortecnic will struggle to gets its products onto the market quickly.

DTC’s R&D facility is based in Net Park Sedgefield, being a part of Centre for Process Innovation (CPI), R&D park has cost the UK Government more than £500 million to develop.

This is a truly remarkable facility staffed by more than 300 scientists specialising in emerging technologies such as Printed Electronics (PE), Smart Materials, MEMS and Nano Sensors. Through DTC, Sorsortecnic will have full access to all of the team and the equipment.

#### *Costs*

The abovementioned resources will be made available by DTC to Sorsortecnic under an IP Assignment Agreement at cost plus a 5% margin. The agreement will ensure that Sorsortecnic has at its disposal all of the resources it requires, including people, knowhow, and the facilities for the development of all its technologies.

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**What are the long-term plans for DTC?**

The long-term plan is for DTC to become a part of Sensortecnic through some form of a merger. This will substantially increase the stock value of Sensortecnic, by adding revenue streams arising from the pipeline markets in O&G, Water and Nuclear Power globally.

As such, the merger will benefit the investors in Sensortecnic.

All future affiliated transactions will be made or entered into on terms that are no less favorable to the Company than those that can be obtained from any unaffiliated third party.

**ITEM 14  
SECURITIES BEING OFFERED**

Organized in Colorado October 8, 2018, the Company's authorized capital stock consists of 250,000,000 shares of common stock (par value of \$0.01). As of June 20, 2020, we had 20,335,000 shares of common stock issued and outstanding.

We will be applying for a CUSIP identifier for our common stock and create a trading market towards the end of this Offering on the highest exchange or proprietary trading market for which the Company then qualifies. Although there can be no certainty FINRA will grant us our symbol request, we will apply to have the symbol "SNTC."

We have not had any trading suspension orders or any other type of administrative action or order issued by the Commission or FINRA at any time from the date of our inception.

The shares of our common stock that were issued prior to this Offering, and that are subject to further "insider" restrictions under Rule 144 within the Securities Act of 1933, bear the following restrictive legend: *"The securities represented by this certificate have not been registered under the Securities Act of 1933 as amended, or applicable state securities laws. The securities have been acquired for investment and not with a view toward resale and may not offered for sale, sold, transferred or assigned in the absence of an effective offering for the securities under the Securities Act of 1933, as amended, or applicable state securities laws, unless the company has received an opinion of counsel which is satisfactory to the company, to the extent that such registrations are not required."*

We have not performed a stock split, paid a stock dividend, effected a recapitalization of our securities, entered into a merger, acquired any material asset, partnership or corporation, effected a spin-off or performed a reorganization from our date of inception and no such acts or activities in future are being contemplated.

The following is a summary of the rights of our capital stock as provided in our Articles of Incorporation, Bylaws and as provided under the For more detailed information, please see our articles of incorporation and bylaws, which have been filed as exhibits to the Offering Statement of which this Offering Circular is a part.

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**Common Stock**

**Voting Rights.** The holders of the common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders.

**Dividends.** The holders of Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property, or in shares of stock, and the holders of Preferred Stock shall not be entitled to participate in any such dividends (unless otherwise provided by the Board of Directors in any resolution providing for the issue of a series of Preferred Stock.)

**Liquidation Rights.** In the event of our liquidation, dissolution or winding up, holders of common stock are entitled to share ratably in all of our assets remaining after payment of liabilities and the liquidation preference of any then outstanding preferred stock.

**Absence of Other Rights or Assessments.** Holders of common stock have no preferential, preemptive, conversion or exchange rights. There are no redemption or sinking fund provisions applicable to the common stock. When issued in accordance with our articles of incorporation and law, shares of our common stock are fully paid and not liable to further calls or assessment by us. Our board presently does not intend to seek shareholder approval prior to the issuance of currently authorized stock, unless otherwise required by law or applicable stock exchange rules.

**Board Composition and Filling Vacancies**

Our Bylaws provide that directors may be removed only for cause and then only by the affirmative vote of the holders of a majority of the shares then entitled to vote at an election of directors. Furthermore, the Bylaws provide that any vacancy on our Board of Directors, however occurring, including a vacancy resulting from an increase in the size of our Board, may only be filled by the affirmative vote of a majority of our directors then in office even if less than a quorum. The limitations on removal of directors and treatment of vacancies, has the effect of making it more difficult for stockholders to change the composition of our Board of Directors.

**No Written Consent of Stockholders**

Our articles of incorporation do not provide that all stockholder actions are required to be taken by a vote of the stockholders at an annual or special meeting. Colorado law permits a majority of stockholders to take action pursuant to a written consent so long as (i) a majority of shares owned by the stockholders sign the writing, (ii) each signatory dates his signature and (iii) all of the signatures are dated within 60 days of the effective date of the consent. This may limit a stockholder's access to and the ability of a stockholder to vote on an action being considered by the Company that would otherwise be required to be presented to and voted on at a validly organized meeting of the stockholders. In the future we intend to present to the stockholders a resolution to amend our articles of incorporation that would prohibit written consents by a majority of the stockholders. If adopted by the stockholders, this proposal may lengthen the amount of time required to take stockholder actions and would prevent the amendment of our bylaws or removal of directors by our stockholders without holding a meeting of stockholders.

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### **Meetings of Stockholders**

Our articles of incorporation and bylaws provide that only a majority of the members of our Board of Directors then in office may call special meetings of stockholders and only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders. Our bylaws limit the business that may be conducted at an annual meeting of stockholders to those matters properly brought before the meeting.

### **Advance Notice Requirements**

Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days or more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. Our bylaws specify the requirements as to form and content of all stockholders' notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting.

### **Amendment to Articles of Incorporation and Bylaws**

Any amendment of our articles of incorporation must first be approved by a majority of our Board of Directors, and if required by law or our articles of incorporation, must thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment and a majority of the outstanding shares of each class entitled to vote thereon as a class, except that the amendment of the provisions relating to stockholder action, board composition, limitation of liability, and the amendment of our bylaws and articles of incorporation must be approved by not less than 51% of the outstanding shares entitled to vote on the amendment, and not less than 51% of the outstanding shares of each class entitled to vote thereon as a class. Our bylaws may be amended by the affirmative vote of a majority of the directors then in office, subject to any limitations set forth in the bylaws; and may also be amended by the affirmative vote of at least 51% of the outstanding shares entitled to vote on the amendment, or, if our board of directors recommends that the stockholders approve the amendment, by the affirmative vote of the majority of the outstanding shares entitled to vote on the amendment, in each case voting together as a single class.

### **Shares Eligible for Future Sale**

Prior to this Offering, there has been no public market for our common stock, and we cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock prevailing from time to time. Nevertheless, sales of substantial amounts of our common stock, including shares issued upon exercise of outstanding options or warrants, or the perception that these sales could occur in the public market after this offering could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities.



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If all Shares of common stock are sold, 28,668,333 shares of common stock will be outstanding (8,333,333 from the Offering and 20,335,000 previously issued Company founders). The number of shares outstanding upon completion of this Offering assumes:

- No issuance or exercise of outstanding options or warrants
- The issuance of 8,333,333 Shares of common stock

All of the Shares sold in this Offering will be freely tradable unless purchased by our affiliates. The remaining shares of common stock outstanding after this Offering will be restricted as a result of securities laws or lock-up agreements as described below. Following the expiration of the lock-up period, all shares will be eligible for resale in compliance with Rule 144.

### **Rule 701 Inapplicable**

In general, under Rule 701 under the Securities Act, any of our employees, directors, consultants, or advisors who purchased shares from us in connection with a qualified compensatory stock or option plan or other written agreement and in compliance with Rule 701, is eligible to resell those shares 90 days after the effective date of this offering in reliance on Rule 144, but without compliance with the various restrictions, including the holding period, contained in Rule 144. The Company has not adopted such plan and none is currently contemplated.

### **Lock-up and Market Stand-Off Agreements**

Our directors and officer have agreed they will not sell any common stock for a period of 180 days from the date of this Offering Circular.

### **Trading Suspensions; Administrative Actions**

Neither the Company nor the directors or officers have had any trading suspension orders or any other type of administrative action or order issued by the Commission or FINRA at any time.

We have not performed a stock split, paid a stock dividend, effected a recapitalization of our securities, entered into a merger, acquired any material asset, partnership or corporation, effected a spin-off, or performed a reorganization from our date of inception and no such acts or activities in future are being contemplated.

### **Personal Liability of Shareholders**

Under Section 282 of the Colorado Business Corporation Act, as amended, and pursuant to our articles of incorporation, no shareholder may be held personally liable for any debts, liabilities or obligations of the Company.

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### **PART III EXHIBITS**

<b>Exh. No.</b>	<b>Exhibit Description</b>
<a href="#">2.1</a>	<a href="#">Articles of Incorporation and associated Amendments</a>
<a href="#">2.2</a>	<a href="#">Bylaws</a>
<a href="#">3.1</a>	<a href="#">Specimen Stock Certificate</a>
<a href="#">3.2</a>	<a href="#">Subscription Agreement</a>
<a href="#">6.0</a>	<a href="#">IP Documentation</a>
<a href="#">6.0-1</a>	<a href="#">Ebox Technology Assignment Agreement between Mohammed Zulfiquar (Assignor) and Sensortecnic IP Inc. (Assignee)</a>
<a href="#">6.0-2</a>	<a href="#">Intelliclad-Smart Buildings Technology License Agreement between Mohammed Zulfiquar (Licensor) and Sensortecnic IP Inc. (Licensee)</a>
<a href="#">6.0-3</a>	<a href="#">System 10 Water Purification System Technology Assignment Agreement between Mohammed Zulfiquar (Assignor) and Sensortecnic IP Inc. (Assignee)</a>
<a href="#">6.0-4</a>	<a href="#">Border Sense Technology Assignment Agreement between Mohammed Zulfiquar (Assignor) and Sensortecnic IP Inc. (Assignee)</a>
<a href="#">6.0-5</a>	<a href="#">Cybersoft-File Tracker Technology License Agreement between Mohammed Zulfiquar (Licensor) and Sensortecnic IP Inc. (Licensee)</a>
<a href="#">6.0-6</a>	<a href="#">Border Sense, Intelliclad-Smart Buildings, Cybersoft-File Tracker, System 10 Water Purification System and Ebox Technology Transfer Agreement between Sensortecnic IP Inc. (Assignor) and Sensortecnic Inc. (Assignee)</a>

<a href="#">11.1</a>	<a href="#">Consent of Auditor</a>
<a href="#">12.1</a>	<a href="#">Consent of Counsel (included in Exhibit 12.2)</a>
<a href="#">12.2</a>	<a href="#">Opinion of Counsel, Securities Counselors, Inc.</a>

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**SIGNATURES**

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Birmingham, England on July 1, 2019.

(Exact name of issuer as specified in its Articles of Incorporation as amended):  
SENSORTECNICS, INC.

This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

By /s/ Mohammed Zulfiquar

Signature and Title: Mohammed Zulfiquar, Chief Executive Officer (Principal Executive Officer).

Date: July 1, 2019

By /s/ Stela Ivancheva

Signature and Title: Stela Ivancheva, Chief Financial Officer/ (Principal Financial Officer).

Date: July 1, 2019

SIGNATURES OF DIRECTORS:

/s/ Mohammed Zulfiquar                      July 1, 2019  
Director

/s/ Richard Drake                              July 1, 2019  
Director

/s/ Stela Ivancheva                            July 1, 2019  
Director

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<a href="#">Notes to Financial Statements</a>	F-7

## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and  
Sensortecnic, Inc.  
Birmingham, United Kingdom

### **Opinion on the Financial Statements**

We have audited the accompanying balance sheet of Sensortecnic, Inc. (the Company) at October 31, 2018, and the related statement of operations, stockholders' equity, and cash flows for the period from October 8, 2018 (Inception) to October 31, 2018, and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at October 31, 2018, and the results of its operations and its cash flows for the period from Inception to October 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As described in Note 3 to the financial statements, the Company has not commenced operations and has nominal working capital, which raises substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent upon commencing operations and obtaining capital and financing. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. The Company is currently seeking capital to allow it to begin its planned operations

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Daszkal Bolton LLP

We have served as the Company's auditor since 2018.  
Fort Lauderdale, Florida  
June 28, 2019

**SENORTECNICS INC.**  
**Balance Sheet**

	<b>October 31, 2018</b>
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Prepaid professional fees	\$15,000
Total current assets	15,000
Total Assets	<u>\$15,000</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
Total Liabilities	\$-
Commitments and contingencies	
<b>STOCKHOLDERS' EQUITY</b>	
Common stock, \$0.01 par value, authorized 250,000,000 shares; 20,335,000 issued and outstanding	203,350
Additional paid-in capital	15,000
Accumulated deficit	<u>(203,350 )</u>
Total stockholders' equity	15,000
Total Liabilities and Stockholders' Equity	<u>\$15,000</u>

The accompanying notes are an integral part of the financial statements

**SENORTECNICS INC.  
Statements of Operations**

	<b>For the period from October 8, 2018 (inception), to October 31, 2018</b>
REVENUES	<u>\$-</u>
OPERATING EXPENSES:	
Stock based compensation	<u>203,350</u>
Total expenses	<u>203,350</u>
Net loss	<u><u>\$(203,350 )</u></u>
Loss per weighted average common share, basic and diluted	<u><u>\$(0.01 )</u></u>
Number of weighted average common shares outstanding, basic and diluted	<u><u>20,335,000</u></u>

The accompanying notes are an integral part of the financial statements

**SENORTECNICS INC.**  
**Statement of Stockholders' Equity**

	<u>Number of Common Shares</u>	<u>Common Stock</u>	<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
<b>BALANCE</b> , October 8, 2018 (inception)	-	\$-	\$-	\$-	\$-
Common stock issued for services	20,335,000	203,350	-	-	203,350
Contributed capital	-	-	15,000	-	15,000
Net loss	-	-	-	(203,350 )	(203,350 )
<b>Balance</b> , October 31, 2018	<u>20,335,000</u>	<u>\$203,350</u>	<u>\$15,000</u>	<u>\$(203,350 )</u>	<u>\$15,000</u>

The accompanying notes are an integral part of the financial statements

**SENORTECNICS INC.**  
**Statement of Cash Flows**

	<b>For the period since October 8, 2018, (inception), ended October 31, 2018</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Net loss	\$(203,350 )
Adjustments to reconcile net loss to net cash from operating activities:	
Stock based compensation	203,350
Net cash from operating activities	-
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	-
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	-
Net change in cash	-
<b>CASH, October 8, 2018</b>	-
<b>CASH, October 31, 2018</b>	<u>\$-</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>	
<b>Cash paid for:</b>	
Interest	<u>\$-</u>
Taxes	<u>\$-</u>
<b>Non-cash investing and financing activity:</b>	
Retainer funded by stockholder	<u>\$15,000</u>

The accompanying notes are an integral part of the financial statements



**SENSORTECNICS INC.  
NOTES TO FINANCIAL STATEMENTS**

(1) NATURE OF OPERATIONS

**(a) The Company** Sensortecnics Inc. ("STI", "the Company") is a Colorado chartered corporation which plans to conduct business from its future headquarters in the Boston, Massachusetts area. The Company was formed to commercialize in the United States certain Intellectual Property which it has licensed from a United Kingdom company which is related through common ownership. The Company was incorporated on October 8, 2018, and has elected October 31 as its fiscal year end.

(2) BASIS OF PRESENTATION AND USE OF ESTIMATES

**a) Basis of Presentation**

The accompanying financial statements have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") in the United States of America ("U.S.") as promulgated by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") and with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC").

**b) Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

**c) Net Loss Per Share**

Basic loss per share excludes dilution and is computed by dividing the loss attributable to stockholders by the weighted-average number of shares outstanding for the period. Diluted loss per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that shared in the earnings of the Company. Diluted loss per share is computed by dividing the loss available to stockholders by the weighted average number of shares outstanding for the period and dilutive potential shares outstanding unless consideration of such dilutive potential shares would result in anti-dilution. The Company has no common stock equivalents.

**d) Income Taxes**

The Company follows the provisions of ASC 740-10, Accounting for Uncertain Income Tax Positions. In accordance with the guidance of ASC 740-10, the benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority.

**SENORTECNICS INC.  
NOTES TO FINANCIAL STATEMENTS**

(2) BASIS OF PRESENTATION AND USE OF ESTIMATES, continued

**e) Cash and Cash Equivalents**

The Company will consider all highly liquid securities with original maturities of three months or less when acquired, to be cash equivalents. The Company has no financial instruments that qualified as cash equivalents at October 31, 2018.

**f) Financial Instruments and Fair Value Measurements**

ASC 825 requires disclosures of the fair value of financial instruments.

FASB ASC 820 "Fair Value Measurement" clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. It also requires disclosure about how fair value is determined for assets and liabilities and establishes a hierarchy for which these assets and liabilities must be grouped, based on significant levels of inputs as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Quoted prices in active markets for similar assets and liabilities and inputs that are observable for the asset or liability.

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The determination of where assets and liabilities fall within this hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

**g) Impairment of Long-Lived Assets**

A long-lived asset is tested for impairment whenever events or changes in circumstances indicate that its carrying value amount may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived assets exceeds its fair value.

**h) Related Party Transactions**

All transactions with related parties are in the normal course of operations and are measured at the exchange amount.

**i) Revenue Recognition**

In May 2014, the Financial Accounting Standards Board, ("FASB"), issued Accounting Standards Codification, ("ASC"), 606, "Revenue from Contracts with Customer" effective for public business entities with annual reporting periods beginning after December 15, 2017. This new revenue recognition standard (new guidance) has a five step process: a) Determine whether a contract exists; b) Identify the performance obligations; c) Determine the transaction price; d) Allocate the transaction price; e) Recognize revenue when (or as) performance obligations are satisfied.

The Company's financial statements are prepared under the accrual method of accounting. Revenues are recognized when pervasive evidence of an arrangement exists, services have been rendered (product delivered), the sales price is fixed or determinable, and collectability is reasonably assured. This occurs only when the product(s) is ordered and subsequently delivered.

**SENSORTECNICS INC.  
NOTES TO FINANCIAL STATEMENTS**

(2) BASIS OF PRESENTATION AND USE OF ESTIMATES, continued

**j) Stock compensation for services rendered**

From time to time the Company may issue shares of common stock in exchange for services. The costs of the services are measured at fair value and are charged to operations.

**k) Recent Accounting Pronouncements**

In February 2016, the FASB issued ASU 2016-02, "Leases" which, for operating leases, requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, in its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The ASU is effective for public companies for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. Early adoption is permitted. The adoption of ASU 2016-02 is expected to result in the recognition of right to use assets and associated obligations on its balance sheet.

(3) GOING CONCERN

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company is in the development stage, has not commenced operations and has no working capital, which raises substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern is dependent upon obtaining capital and financing which will enable the Company to commence operations. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern. The Company is currently seeking capital to allow it to begin its planned operations

(4) RELATED PARTY TRANSACTIONS

From time to time the Company may enter into non-arms length transactions with related parties. These transactions will be valued at fair value or carryover basis, as applicable.

On October 8, 2018, the Company issued 20,335,000 shares of common stock to its founders in exchange for services, the shares were valued at \$203,350, the par value of the common stock issued.

(5) PREPAID PROFESSIONAL FEES

During October a principal stockholder of the Company paid a \$15,000 legal retainer on behalf of the Company which was recorded as a contribution to capital.

(6) INCOME TAXES

The Company recognizes deferred tax assets and liabilities for the tax effects of differences between the financial statements and tax basis of assets and liabilities. A valuation allowance is established to reduce the deferred tax assets if it is more likely than not that a deferred tax asset will not be realized.

**SENSORTECNICS INC.  
NOTES TO FINANCIAL STATEMENTS**

(6) INCOME TAXES, continued

The components of income tax (benefit) provision related to continuing operations are as follows at October 31, 2018:

	<b>2018</b>
Current tax benefit	\$-
Deferred tax benefit	-
Total tax benefit	<u>\$-</u>

The Company's effective income tax (benefit) expense differs from the statutory federal income tax rate of 21% as follows at October 31, 2018 as follows:

	<b>2018</b>	
Tax benefit on net loss before income taxes	\$(42,704 )	-21.00%
Effect of state taxes (net of federal effects)	\$(9,415 )	-4.63%
Increase in valuation allowance	\$52,119	25.63 %
Net tax provision	<u>\$-</u>	<u>0.00 %</u>

The Company records a valuation allowance to reduce deferred tax assets it, if, based on the weight of the available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. In determining the need for a valuation allowance, an assessment of all available evidence both positive and negative was required. The Company recorded a valuation allowance of \$52,119 at October 31, 2018.

In accordance with the provisions of ASC 740: Income Taxes, the Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. At October 31, 2018, the Company has no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

(7) STOCKHOLDERS EQUITY

At October 31, 2018, the Company has 250,000,000 shares of par value \$0.01 common stock authorized and 20,335,000 shares issued and outstanding.

On October 8, 2018, the Company issued 20,335,000 shares of common stock in exchange for services valued at \$203,350, based on the par value of the shares issued.

**SENORTECNICS INC.  
NOTES TO FINANCIAL STATEMENTS**

(8) COMMITMENTS AND CONTINGENCIES

The Company may be subject to asserted claims and liabilities in the future that may arise in the ordinary course of business. The Company plans to secure insurance coverage in the future to mitigate potential losses from these actions. In the opinion of management, the amount of the ultimate liability with respect to those actions will not materially affect the Company's financial position or results of operations.

(9) SUBSEQUENT EVENTS

**a) Subsidiary formation**

In April 2019, the Company established a wholly owned subsidiary, Sensortecnics IP Inc., under the laws of the State of Nevada.

**b) Technology Intellectual Property License from Related Party**

In April 2019, the Company, through its newly formed subsidiary, Sensortecnics IP Inc., entered into five (5) licenses for the commercialization in the United States of certain technology IP from an entity related through common ownership. These licenses are perpetual in length and require the Company to pay annual license fees of \$10,000 plus 1% of the Company's revenue derived from the use of the licensed technology and an additional 1% of total revenue regardless of source. In addition, the Company can request the related party to perform ongoing research and development of the licensed technology on the Company's behalf at cost plus 5%.

Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).



Colorado Secretary of State  
 Date and Time: 10/08/2018 07:25 PM  
 ID Number: 20181798836  
 Document number: 20181798836  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101, § 7-102-102, and § 7-101-503 of the Colorado Revised Statutes (C.R.S.)

1. This is a Public Benefit Corporation.

2. The domestic entity name for the corporation is

Datatecnics Corporation US

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

3. The principal office address of the corporation's initial principal office is

Street address

35 Elmdon Rd Selly Park

*(Street number and name)*

Birmingham

*(City)*

60015

*(State)*

*(ZIP/Postal Code)*

United Kingdom

*(Province – if applicable)*

*(Country)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

4. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Johnson

*(Last)*

ro

*(First)*

*(Middle)*

*(Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

1001 Grand Ave. Suite 207

*(Street number and name)*

Glenwood Springs

*(City)*

CO

*(State)*

81602

*(ZIP/Postal Code)*

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_

\_\_\_\_\_ CO \_\_\_\_\_  
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The purposes for which the corporation was formed are  
all legal purposes

6. The true name and mailing address of the incorporator are

Name  
(if an individual) Zulfiqar Mohammed  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 35 Elmdon Rd Selly Park  
(Street number and name or Post Office Box information)

\_\_\_\_\_

Birmingham 60015  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_ United Kingdom  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

7. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue \_\_\_\_\_ common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

8. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

9. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

10. The true name and mailing address of the individual causing the document to be delivered for filing are

Goulding	Randall		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
1333 Sprucewood			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Deerfield	IL	60015	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province - if applicable)</i>		<i>(Country)</i>	

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



**ARTICLES OF INCORPORATION  
OF  
DATATECNICS CORPORATION US**

*Pursuant to the applicable provisions of Section 7-102-101 and Section 7-102-102 of the Colorado Revised Statutes (“CRS”), the undersigned incorporator, hereby adopts these Articles of Incorporation on behalf of the corporation.*

**ARTICLE I  
NAME.**

The name of this corporation is “Datatecnics Corporation US”.

**ARTICLE II  
PURPOSES AND POWERS.**

1. **Purposes.** Except as may otherwise be restricted by these Articles of Incorporation, the corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated under the Colorado Business Corporation Act.
2. **General Powers.** Except as restricted by these Articles of Incorporation, the corporation shall have and may exercise all powers and rights to which a corporation may exercise legally pursuant to the Colorado Business Corporation Act in force as of the filing date of these Articles of Incorporation.
3. **Duration.** The corporation shall have the power to exist in perpetuity, from and after the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Colorado unless otherwise dissolved by the shareholders (as provided hereinbelow) or by operation of law.

**ARTICLE III  
CAPITAL STOCK.**

1. **Authorized Shares.** The aggregate number of shares which the corporation shall have authority to issue is Two Hundred Fifty Million (250,000,000) shares of common stock and Ten (10) shares of Preferred Series A Stock. The shares of common stock which this corporation shall have authority to vote and shall have a par value of \$0.0001 per share. The shares of preferred stock the corporation shall have authority to issue shall have a par value of \$0.0001 per share.
2. **Designation and Preferences of Class A Preferred Stock.**
  - a. **Designation and Amount.** The Preferred Stock subject hereof shall be designated as Class A Stock.
  - b. **Dividends.** The holders of Preferred Stock shall not be entitled to receive dividends.
  - c. **Conversion.** The Preferred Stock are convertible, at the option of the holder, into shares of common stock, at the rate of Ten Million (10,000,000) shares of common stock per share of Preferred Series A Stock.

- d. **No Impairment.** The corporation will not, by amendment of its Articles of Incorporation, or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid, or seek to avoid, the observance or performance of the terms to be observed or performed hereunder by the corporation, but will, at all times in good faith, assist in carrying out all of the provisions of these articles and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of Preferred Stock against impairment.
- e. **Liquidation Rights.** In the event of any voluntary or involuntary liquidation, dissolution, or winding-up of the corporation, the holders of Preferred Stock shall not be entitled to receive liquidation in preference of the holders of common stock or any other class or series of preferred stock. The right in liquidation shall be proportionate to the common shares into which the Preferred Stock is convertible.
- f. **Involuntary Liquidation.** In the event of involuntary liquidation, the shares of this series shall be entitled to the same amounts as in the event of voluntary liquidation.
- g. **Other Restrictions.** There shall be no conditions or restrictions upon the creation of indebtedness of the corporation, or any subsidiary, or upon the creation of any other series of preferred stock, with any other preferences.
- h. **Voting.** Except as otherwise required by law, the articles of incorporation or the bylaws, the holders of Preferred Stock and the holders of common stock shall be entitled to notice of any stockholders' meeting and to vote upon any matter submitted to the stockholders for a vote as follows:

the holder of each share of the Preferred Stock shall have such number of votes as is determined by multiplying (a) the number of issued and outstanding shares of the corporation's Common Stock, as of the record date for the vote, or, if no such record date shall be established, as of the date such vote is taken or any written consent of stockholders is effective, by (b) 1.1; and, the holders of Common Stock shall have one vote per share of common stock held as of such date.
- i. **Other Preferences.** The shares of Preferred Stock shall have no other preferences, rights, restrictions, or qualifications, except as otherwise provided by law or the Articles of Incorporation of the corporation.

#### **ARTICLE IV DIRECTORS AND OFFICERS.**

1. **Number of Directors.** The members of the governing board of the corporation are styled as directors. The board of directors of the corporation shall be elected in such manner as shall be provided in the bylaws of the corporation. The board of directors shall consist of at least one (1) individual. The number of directors may be changed from time to time in such manner as shall be provided in the bylaws of the corporation.
2. **Limitation of Liability.** The liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by the CRS. If the CRS is amended to further eliminate

or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by the CRS, as so amended from time to time.

3. **Payment of Expenses.** In addition to any other rights of indemnification permitted by the laws of the State of Colorado or as may be provided for by the corporation in its bylaws or by agreement, the expenses of officers and directors incurred in defending any threatened, pending, or completed action, suit, or proceeding (including without limitation, an action, suit, or proceeding by or in the right of the corporation), whether civil, criminal, administrative, or investigative, involving alleged acts or omissions of such officer or director in his or her capacity as an officer or director of the corporation or member, manager, or managing member of a predecessor limited liability company or affiliate of such limited liability company or while serving in any capacity at the request of the corporation as a director, officer, employee, agent, member, manager, managing member, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, or other enterprise, shall be paid by the corporation or through insurance purchased and maintained by the corporation or through other financial arrangements made by the corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. To the extent that an officer or director is successful on the merits in defense of any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, the corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense. Notwithstanding anything to the contrary contained herein or in the bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.

4. **Maximum Powers to Board Members.** Unless expressly prohibited by law or unless otherwise provided herein to the contrary, the Board of Directors may engage in any lawful conduct and any conduct not prohibited by state law, including as authorized by the bylaws, and unless otherwise provided by law, without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, including without limitation to:

make, alter, alter or amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that it is approved by the majority vote of shareholders entitled to vote, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

from time-to-time, determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any

account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

furnish indemnification of an officer or director, by majority vote of a quorum of directors who were not parties to the act, suit or proceeding.

confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute This corporation may, in its bylaws,.

5. Initial Director. The initial director of the corporation following its incorporation is:

Mohammed Zulfiqar  
35 Elmdon Rd Selly Park Birmingham United Kingdom

6. Initial Officers. The initial officer of the corporation following its incorporation is Mohammed Zulfiqar, who will serve as the corporation's President, Chief Executive Officer, Secretary, Chief Administrative Officer, Treasurer, and Chief Financial Officer.

#### **ARTICLE V REGISTERED OFFICE AND REGISTERED AGENT.**

The corporation's initial street address of the registered office is 30370 Coyote Run Court, Oak Creek, Colorado 80467 and the initial mailing address is Post Office Box 774406, Steamboat Springs, Colorado 80477. The name of the registered agent at such address is Roger Johnson. Either the registered office or the registered agent may be changed in the manner permitted by law.

Acceptance of Appointment by Registered Agent. Roger Johnson does hereby accept its appointment as the corporation's initial registered agent.

**ARTICLE VI  
LIMITATION OF LIABILITY OF DIRECTORS  
TO CORPORATION AND SHAREHOLDERS.**

No director shall be liable to the corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under the CRS Section 7-108-402 or any amendment thereto or successor provision thereto; (b) shall have breached the director's duty of loyalty to the corporation or its shareholders; (c) shall have not acted in good faith or, in failing to act, shall not have acted in good faith; (d) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) shall have derived an improper personal benefit. Neither the amendment nor repeal of this article, nor the adoption of any provision in these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the effect of this article in respect of any matter occurring prior to such amendment, repeal, or adoption of an inconsistent provision. This article shall apply to the full extent now permitted by the CRS or as may be permitted in the future by changes or enactments in the CRS, including without limitation Section 7-109-102 and/or Section 7-109-103.

IN WITNESS WHEREOF, I, Mohammed Zulfiquar, authorized and empowered to act on behalf of Datatecnics Corporation US, have subscribed this document and do hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of October 8, 2018.

**DATATECNICS CORPORATION US,  
a Colorado corporation,**

/s/ Mohammed Zulfiquar

\_\_\_\_\_  
By: Mohammed Zulfiquar  
Its: President  
35 Elmdon Rd Selly Park Birmingham United Kingdom  
Telephone: +44 (0)7792 402139

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiquar  
President  
Datatecnics Corporation US (“Datatecnics”)  
35 Elmdon Rd Selly Park Birmingham United Kingdom**

The undersigned, being the President of Datatecnics, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Datatecnics.
2. Datatecnics is a corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Datatecnics’s governing documents, as amended, and as currently in full force and effect, I am the person (“Authorized Representative”) who has been duly designated and appointed to the position indicated by my name. I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Datatecnics’s Board of Directors to act on behalf of and to bind with respect to filing the Articles of Incorporation for Dialectics Corporation with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Datatecnics.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Datatecnics’s Board of Directors or shareholders or until the corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.

**DATATECNICS CORPORATION US,  
a Colorado corporation (“Datatecnics”)**

/s/ Mohammed Zulfiquar

By: Mohammed Zulfiquar  
Its: President

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiquar  
President  
Datatecnics Corporation US (“Datatecnics”)  
35 Elmdon Rd Selly Park Birmingham United Kingdom**

The undersigned, being the President of Datatecnics, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Datatecnics.
2. Datatecnics is a corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Datatecnics’s governing documents, as amended, and as currently in full force and effect, I am the person (“Authorized Representative”) who has been duly designated and appointed to the position indicated by my name. I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Datatecnics’s Board of Directors to act on behalf of and to bind with respect to filing as the Incorporator of Datatecnics Corporation US with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Datatecnics.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Datatecnics’s Board of Directors or shareholders or until the corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.

**DATATECNICS CORPORATION US,  
a Colorado corporation**

/s/ Mohammed Zulfiquar

By: Mohammed Zulfiquar  
Its: President

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
DATATECNICS CORPORATION US**

*Pursuant to the applicable provisions of Section 7-102-101 and Section 7-102-102 of the Colorado Revised Statutes ("CRS"), the undersigned incorporator, hereby adopts these Amended Articles of Incorporation on behalf of the corporation as of January 28, 2019.*

**ARTICLE I  
NAME.**

The name of this corporation is "Datatecnics Corporation US" (the "corporation").

**ARTICLE II  
PURPOSES AND POWERS.**

1. Purposes. Except as may otherwise be restricted by these Articles of Incorporation, the corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated under the Colorado Business Corporation Act.
2. General Powers. Except as restricted by these Articles of Incorporation, the corporation shall have and may exercise all powers and rights to which a corporation may exercise legally pursuant to the Colorado Business Corporation Act in force as of the filing date of these Articles of Incorporation.
3. Duration. The corporation shall have the power to exist in perpetuity, from and after the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Colorado unless otherwise dissolved by the shareholders (as provided hereinbelow) or by operation of law.

**ARTICLE III  
CAPITAL STOCK**

The aggregate number of shares which the corporation shall have authority to issue is Two Hundred Fifty Million (250,000,000) shares of common stock. The shares of common stock which this corporation shall have authority to vote and shall have a par value of \$0.01 per share.

**ARTICLE IV  
DIRECTORS AND OFFICERS.**

1. Number of Directors. The members of the governing board of the corporation are styled as directors. The board of directors of the corporation shall be elected in such manner as shall be provided in the bylaws of the corporation. The board of directors shall consist of at least one (1) individual. The number of directors may be changed from time to time in such manner as shall be provided in the bylaws of the corporation.
2. Limitation of Liability. The liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by the CRS. If the CRS is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the corporation shall be eliminated or limited to the fullest extent permitted by the CRS, as so amended from time to time.



3. Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Colorado or as may be provided for by the corporation in its bylaws or by agreement, the expenses of officers and directors incurred in defending any threatened, pending, or completed action, suit, or proceeding (including without limitation, an action, suit, or proceeding by or in the right of the corporation), whether civil, criminal, administrative, or investigative, involving alleged acts or omissions of such officer or director in his or her capacity as an officer or director of the corporation or member, manager, or managing member of a predecessor limited liability company or affiliate of such limited liability company or while serving in any capacity at the request of the corporation as a director, officer, employee, agent, member, manager, managing member, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, or other enterprise, shall be paid by the corporation or through insurance purchased and maintained by the corporation or through other financial arrangements made by the corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the corporation. To the extent that an officer or director is successful on the merits in defense of any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, the corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense. Notwithstanding anything to the contrary contained herein or in the bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.

4. Maximum Powers to Board Members. Unless expressly prohibited by law or unless otherwise provided herein to the contrary, the Board of Directors may engage in any lawful conduct and any conduct not prohibited by state law, including as authorized by the bylaws, and unless otherwise provided by law, without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, including without limitation to:

make, alter, amend or amend the articles of incorporation or the bylaws of the corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that it is approved by the majority vote of shareholders entitled to vote, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this corporation;

from time-to-time, determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably believed to be in or not opposed to the best interest of the corporation. No officer, director, employee or agent of the corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for the amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

furnish indemnification of an officer or director, by majority vote of a quorum of directors who were not parties to the act, suit or proceeding.

confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute This corporation may, in its bylaws,.

5. Initial Director. The initial director of the corporation following its incorporation is: Mohammed Zulfiquar, 35 Elmdon Road, Selly Park, Birmingham, United Kingdom B29 7LF
6. Initial Officers. The initial officer of the corporation following its incorporation is Mohammed Zulfiquar, who will serve (unless otherwise determined by the Board) as the corporation's President, Chief Executive Officer, Secretary, Chief Administrative Officer, Treasurer, and Chief Financial Officer.

**ARTICLE V  
REGISTERED OFFICE AND REGISTERED AGENT.**

The corporation's initial street address of the registered office is 1001 Grand Ave.--Suite 207, Glenwood Springs, CO 81602. The name of the registered agent at such address is Roger Johnson. Either the registered office or the registered agent may be changed in the manner permitted by law.

Acceptance of Appointment by Registered Agent. Roger Johnson does hereby accept its appointment as the corporation's initial registered agent.

**ARTICLE VI  
LIMITATION OF LIABILITY OF DIRECTORS  
TO CORPORATION AND SHAREHOLDERS.**

No director shall be liable to the corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under the CRS Section 7-108-402 or any amendment thereto or successor provision thereto; (b) shall have breached the director's duty of loyalty to the corporation or its shareholders; (c) shall have not acted in good faith or, in failing to act, shall not have acted in good faith; (d) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) shall have derived an improper personal benefit. Neither the amendment nor repeal of this article, nor the adoption of any provision in these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the effect of this article in respect of any matter occurring prior to such amendment, repeal, or adoption of an inconsistent provision. This article shall apply to the full extent now permitted by the CRS or as may be permitted in the future by changes or enactments in the CRS, including without limitation Section 7-109-102 and/or Section 7-109-103.

**IN WITNESS WHEREOF**, I, Mohammed Zulfiquar, authorized and empowered to act on behalf of Datatecnics Corporation US, have subscribed this document and do hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of January 28, 2019.

**DATATECNICS CORPORATION US,  
a Colorado corporation**

/s/ Mohammed Zulfiquar

By: Mohammed Zulfiquar

Its: President

35 Elmdon Road, Selly Park, Birmingham B29 7LF U.K.

Telephone: +44 (0)7792 402139

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiquar, President  
Datatecnics Corporation US (“Datatecnics”)  
35 Elmdon Road, Selly Park, Birmingham, United Kingdom B29 7LF**

The undersigned, being the President of Datatecnics, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Datatecnics.
2. Datatecnics is a corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Datatecnics’ governing documents, as amended, and as currently in full force and effect, I am the person (“Authorized Representative”) who has been duly designated and appointed to the position indicated by my name, I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Datatecnics’ Board of Directors to act on behalf of and to bind with respect to filing the Articles of Incorporation for Dialectics Corporation with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Datatecnics.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Datatecnics’ Board of Directors or shareholders or until the corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.

**DATATECNICS CORPORATION US,  
a Colorado corporation (“Datatecnics”)**

*/s/ Mohammed Zulfiquar* \_\_\_\_\_

By: Mohammed Zulfiquar

Its: President

Dated: January 28, 2019

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiqar  
President  
Datatecnics Corporation US (“Datatecnics”)  
35 Elmdon Road, Selly Park, Birmingham, United Kingdom B29 7LF**

The undersigned, being the President of Datatecnics, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Datatecnics.
2. Datatecnics is a corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Datatecnics’ governing documents, as amended, and as currently in full force and effect, I am the person (“Authorized Representative”) who has been duly designated and appointed to the position indicated by my name, I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Datatecnics’ Board of Directors to act on behalf of and to bind with respect to filing as the Incorporator of Datatecnics Corporation US with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Datatecnics.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Datatecnics’ Board of Directors or shareholders or until the corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.

**DATATECNICS CORPORATION US,  
a Colorado corporation**

*/s/ Mohammed Zulfiqar* \_\_\_\_\_  
By: Mohammed Zulfiqar  
Its: President  
Dated: January 28, 2019

**AMENDED ARTICLES OF INCORPORATION  
OF  
SENSORTECNICS INC.**

*Pursuant to the applicable provisions of Section 7-102-101 and Section 7-102-102 of the Colorado Revised Statutes ( CRS ), the undersigned incorporator, hereby adopts these Amended Articles of Incorporation on behalf of the Corporation as of February 14, 2019.*

**ARTICLE I  
NAME.**

The name of this Corporation is Sensortecnics Inc. (the Corporation ).

**ARTICLE II  
PURPOSES AND POWERS.**

1. Purposes. Except as may otherwise be restricted by these Articles of Incorporation, the Corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated under the Colorado Business Corporation Act.
2. General Powers. Except as restricted by these Articles of Incorporation, the Corporation shall have and may exercise all powers and rights to which a corporation may exercise legally pursuant to the Colorado Business Corporation Act in force as of the filing date of these Articles of Incorporation.
3. Duration. The Corporation shall have the power to exist in perpetuity, from and after the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Colorado unless otherwise dissolved by the shareholders (as provided hereinbelow) or by operation of law.

**ARTICLE III  
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is Two Hundred Fifty Million (250,000,000) shares of common stock. The shares of common stock which this Corporation shall have authority to vote and shall have a par value of \$0.01 per share. The shares of preferred stock the Corporation shall have authority to issue shall have a par value of \$0.01 per share.

**ARTICLE IV  
DIRECTORS AND OFFICERS.**

1. Number of Directors. The members of the governing board of the Corporation are styled as directors. The board of directors of the Corporation shall be elected in such manner as shall be provided in the bylaws of the Corporation. The board of directors shall consist of at least one (1) individual. The number of directors may be changed from time to time in such manner as shall be provided in the bylaws of the Corporation.
2. Limitation of Liability. The liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the CRS. If the CRS is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the CRS, as so amended from time to time.

3. Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Colorado or as may be provided for by the Corporation in its bylaws or by agreement, the expenses of officers and directors incurred in defending any threatened, pending, or completed action, suit, or proceeding (including without limitation, an action, suit, or proceeding by or in the right of the Corporation), whether civil, criminal, administrative, or investigative, involving alleged acts or omissions of such officer or director in his or her capacity as an officer or director of the Corporation or member, manager, or managing member of a predecessor limited liability company or affiliate of such limited liability company or while serving in any capacity at the request of the Corporation as a director, officer, employee, agent, member, manager, managing member, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, or other enterprise, shall be paid by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation. To the extent that an officer or director is successful on the merits in defense of any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, the Corporation shall indemnify him or her against expenses, including attorneys fees, actually and reasonably incurred by him or her in connection with the defense. Notwithstanding anything to the contrary contained herein or in the bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.
4. Maximum Powers to Board Members. Unless expressly prohibited by law or unless otherwise provided herein to the contrary, the Board of Directors may engage in any lawful conduct and any conduct not prohibited by state law, including as authorized by the bylaws, and unless otherwise provided by law, without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, including without limitation to:

make, alter, amend the articles of incorporation or the bylaws of the Corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that it is approved by the majority vote of shareholders entitled to vote, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this Corporation;

from time-to-time, determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this Corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this Corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the Corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys fees actually and reasonably believed to be in or not opposed to the best interest of the Corporation. No officer, director, employee or agent of the Corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the Corporation or for the amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

furnish indemnification of an officer or director, by majority vote of a quorum of directors who were not parties to the act, suit or proceeding.

confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute This Corporation may, in its bylaws.

5. Initial Director. The initial director of the Corporation following its incorporation is: Mohammed Zulfiqar, 35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom
6. Initial Officers. The initial officer of the Corporation following its incorporation is Mohammed Zulfiqar, who will serve (unless or until otherwise determined by the Board or the shareholders) as the Corporation s President, Chief Executive Officer, Secretary, Chief Administrative Officer, Treasurer, and Chief Financial Officer.

#### **ARTICLE V REGISTERED OFFICE AND REGISTERED AGENT.**

The Corporation s initial street address of the registered office is 1001 Grand Ave. Suite 207, Glenwood Springs, CO 81602. The name of the registered agent at such address is Roger Johnson. Either the registered office or the registered agent may be changed in the manner permitted by law.

Acceptance of Appointment by Registered Agent. Roger Johnson does hereby accept its appointment as the Corporation s initial registered agent.



**ARTICLE VI  
LIMITATION OF LIABILITY OF DIRECTORS  
TO CORPORATION AND SHAREHOLDERS.**

No director shall be liable to the Corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under the CRS Section 7-108-402 or any amendment thereto or successor provision thereto; (b) shall have breached the director's duty of loyalty to the Corporation or its shareholders; (c) shall have not acted in good faith or, in failing to act, shall not have acted in good faith; (d) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) shall have derived an improper personal benefit. Neither the amendment nor repeal of this article, nor the adoption of any provision in these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the effect of this article in respect of any matter occurring prior to such amendment, repeal, or adoption of an inconsistent provision. This article shall apply to the full extent now permitted by the CRS or as may be permitted in the future by changes or enactments in the CRS, including without limitation Section 7-109-102 and/or Section 7-109-103.

**IN WITNESS WHEREOF**, I, Mohammed Zulfiquar, authorized and empowered to act on behalf of Sensortecnic Inc., have subscribed this document and do hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of February 14, 2019.

**SENSORTECNICS INC.,  
a Colorado corporation**

/s/ Mohammed Zulfiquar  
By: Mohammed Zulfiquar  
Its: President  
35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom  
Telephone: +44 (0)7792 402139

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiquar, President  
Sensortecnic Inc. ( Sensortecnic )  
35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom**

The undersigned, being the President of Sensortecnic, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Sensortecnic.
2. Sensortecnic is a Corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Sensortecnic governing documents, as amended, and as currently in full force and effect, I am the person ( Authorized Representative ) who has been duly designated and appointed to the position indicated by my name, I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Sensortecnic Board of Directors to act on behalf of and to bind with respect to filing the Articles of Incorporation for Dialectics Corporation with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Sensortecnic.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Sensortecnic Board of Directors or shareholders or until the Corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.

**SENSORTECNICS INC.,  
a Colorado corporation ( Sensortecnic )**

/s/ Mohammed Zulfiquar  
By: Mohammed Zulfiquar  
Its: President  
Dated: February 14, 2019

**CERTIFICATE OF INCUMBENCY  
AND CORPORATE AUTHORITY**

**To: The Secretary of State  
The State of Colorado  
Suite 200  
1700 Broadway  
Denver, Colorado 80290**

**From: Mohammed Zulfiquar  
President  
Sensortecnic Inc. ( Sensortecnic )  
35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom**

The undersigned, being the President of Sensortecnic, hereby certifies to the Secretary of State of the State of Colorado, as follows:

1. I am the duly appointed President of Sensortecnic.
2. Sensortecnic is a Corporation duly organized and in good standing under the laws of the State of Colorado.
3. Pursuant to Sensortecnic governing documents, as amended, and as currently in full force and effect, I am the person ( Authorized Representative ) who has been duly designated and appointed to the position indicated by my name, I continue to hold the indicated position at this time, and the signature set forth below by my name is my genuine signature.
4. I have been given authority by Sensortecnic Board of Directors to act on behalf of and to bind with respect to filing as the Incorporator of Sensortecnic Inc. with the Secretary of State of the State of Colorado to which this Certificate is annexed, and in any amendments or exhibits thereto.
5. I have the power and authority to execute this Certificate on behalf of Sensortecnic.
6. The State of Colorado may rely on this Certificate and on the authorization of my authority until this Certificate is rescinded by Sensortecnic Board of Directors or shareholders or until the Corporation is dissolved by a plan of reorganization or by operation of law.

**IN WITNESS WHEREOF**, the undersigned duly executes this Certificate and affixes his signature hereto as of the date first above written.  
**SENSORTECNICS INC.,  
a Colorado corporation**

*/s/ Mohammed Zulfiquar*  
By: Mohammed Zulfiquar  
Its: President  
Dated: February 14, 2019

**ARTICLES OF INCORPORATION  
OF  
SENSORTECNICS IP INC.**

*Pursuant to the applicable provisions of Chapter 78 of the Nevada Revised Statutes ( NRS ), Sensortecnics IP Inc., as the incorporator, by and through the undersigned, hereby adopts these Articles of Incorporation on behalf of the Corporation as of April 3, 2019.*

**ARTICLE I  
NAME.**

The name of this Corporation is Sensortecnics IP Inc. (the Corporation ).

**ARTICLE II  
PURPOSES AND POWERS.**

1. Purposes. Except as may otherwise be restricted by these Articles of Incorporation, the Corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated under the Nevada Revised Statutes.
2. General Powers. Except as restricted by these Articles of Incorporation, the Corporation shall have and may exercise all powers and rights to which a corporation may exercise legally pursuant to the Nevada Revised Statutes in force as of the filing date of these Articles of Incorporation.
3. Duration. The Corporation shall have the power to exist in perpetuity, from and after the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Nevada unless otherwise dissolved by the shareholders (as provided hereinbelow) or by operation of law.

**ARTICLE III  
CAPITAL STOCK**

The aggregate number of shares which the Corporation shall have authority to issue is one (1) share of common stock. The shares of common stock which this Corporation shall have authority to vote and shall have a par value of \$0.01 per share.

**ARTICLE IV  
DIRECTORS AND OFFICERS.**

1. Number of Directors. The members of the governing board of the Corporation are styled as directors. The board of directors of the Corporation shall be elected in such manner as shall be provided in the bylaws of the Corporation. The board of directors shall consist of at least one (1) individual. The number of directors may be changed from time to time in such manner as shall be provided in the bylaws of the Corporation.
2. Limitation of Liability. The liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the NRS. If the NRS is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the NRS, as so amended from time to time.

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3. Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Nevada or as may be provided for by the Corporation in its bylaws or by agreement, the expenses of officers and directors incurred in defending any threatened, pending, or completed action, suit, or proceeding (including without limitation, an action, suit, or proceeding by or in the right of the Corporation), whether civil, criminal, administrative, or investigative, involving alleged acts or omissions of such officer or director in his or her capacity as an officer or director of the Corporation or member, manager, or managing member of a predecessor limited liability company or affiliate of such limited liability company or while serving in any capacity at the request of the Corporation as a director, officer, employee, agent, member, manager, managing member, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, or other enterprise, shall be paid by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation. To the extent that an officer or director is successful on the merits in defense of any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, the Corporation shall indemnify him or her against expenses, including attorneys fees, actually and reasonably incurred by him or her in connection with the defense. Notwithstanding anything to the contrary contained herein or in the bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.
4. Maximum Powers to Board Members. Unless expressly prohibited by law or unless otherwise provided herein to the contrary, the Board of Directors may engage in any lawful conduct and any conduct not prohibited by state law, including as authorized by the bylaws, and unless otherwise provided by law, without shareholder approval or shareholder vote, and with or without advance notice to the shareholders, including without limitation to:  
make, alter, amend or amend the articles of incorporation or the bylaws of the Corporation, including (a) changing the number of authorized shares; (b) initiating a forward or a reverse split, provided that it is approved by the majority vote of shareholders entitled to vote, (c) changing the par value of any class or series of stock (d) merger or (e) share exchange;

fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed mortgages and liens upon the real and personal property of this Corporation;

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from time-to-time, determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of this Corporation (other than the original or duplicates stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspection any account, book or document of this Corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors;

indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, except and action by or in the right of the Corporation, by reason of the fact the he is or was an officer, director, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. To indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation (derivative actions) to procure a judgment in its favor by reason of the fact the he is or was an officer, director, employee or agent of the Corporation, or is or was serving at the request of the Corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys fees actually and reasonably believed to be in or not opposed to the best interest of the Corporation. No officer, director, employee or agent of the Corporation may be indemnified in a derivative action for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the Corporation or for the amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses as the court deems proper;

furnish indemnification of an officer or director, by majority vote of a quorum of directors who were not parties to the act, suit or proceeding;

confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute This Corporation may, in its bylaws.

5. Initial Director. The initial director of the Corporation following its incorporation is: Mohammed Zulfiquar, 35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom
6. Initial Officers. The initial officer of the Corporation following its incorporation is Mohammed Zulfiquar, who will serve (unless or until otherwise determined by the Board or the shareholders) as the Corporation s President, Chief Executive Officer, Secretary, Chief Administrative Officer, Treasurer, and Chief Financial Officer.

#### **ARTICLE V REGISTERED OFFICE AND REGISTERED AGENT.**

The Corporation s initial street address of the registered office is 50 West Liberty Street, Suite 880, Reno, Nevada, 89501, being the offices of Nevada Agency and Transfer Company. Either the registered office or the registered agent may be changed in the manner permitted by law.

Acceptance of Appointment by Registered Agent. Nevada Agency and Transfer Company does hereby accept its appointment as the Corporation s initial registered agent.

**ARTICLE VI  
LIMITATION OF LIABILITY OF DIRECTORS  
TO CORPORATION AND SHAREHOLDERS.**

No director shall be liable to the Corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (a) shall be liable under the NRS Chapter 78 or any amendment thereto or successor provision thereto; (b) shall have breached the director's duty of loyalty to the Corporation or its shareholders; (c) shall have not acted in good faith or, in failing to act, shall not have acted in good faith; (d) shall have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) shall have derived an improper personal benefit. Neither the amendment nor repeal of this article, nor the adoption of any provision in these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the effect of this article in respect of any matter occurring prior to such amendment, repeal, or adoption of an inconsistent provision. This article shall apply to the full extent now permitted by the NRS or as may be permitted in the future by changes or enactments in the NRS, *including without limitation Chapter 78*.

**IN WITNESS WHEREOF**, I, Mohammed Zulfiqar, authorized and empowered to act on behalf of Sensortecnic IP Inc., have subscribed this document and do hereby affirm, under penalty of perjury, that the statements contained herein have been examined by me and are true and correct as of April 3, 2019.

**SENSORTECNICS IP INC.,  
a Nevada corporation**

/s/ Mohammed Zulfiqar  
By: Mohammed Zulfiqar  
Its: President

35 Elmdon Road, Selly Park, Birmingham, B29 7LF United Kingdom  
Telephone: +44 (0)7792 402139

**CORPORATE BYLAWS OF  
SENSORTECNICS INC.  
INCORPORATED IN THE STATE OF COLORADO**

**ARTICLE I – CORPORATE AUTHORITY**

Section 1. *Incorporation: Sentechnics Inc.* (the “Corporation”) is a duly organized corporation authorized to do business in the State of Colorado by the filing of Articles of Incorporation on October 8, 2018 (with the name “Datatechnics Corporation US”) and amended as of January 29, 2019 and amended again April 3, 2019.

Section 2. *State law:* The Corporation is organized under Title 7, Corporations and Associations of the Colorado Revised Statutes and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation

**ARTICLE II - OFFICES**

Section 1. *Registered Office and Registered Agent:* The registered office of the Corporation in the State of Colorado, shall be 1001 Grand Avenue—Suite 207, Glenwood Springs, Colorado 81602. The registered agent of the Corporation shall be Roger Johnson (an individual).

Section 2. *Other Offices:* The Corporation may also have offices at such other places, both within and without the state of Colorado, as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE III – MEETINGS OF SHAREHOLDERS**

Section 1. *Place of Meetings:* Meetings of shareholders shall be held at the principal office of the Corporation or at such place as may be determined from time to time by the Board of Directors of the Corporation.

Section 2. *Annual Meetings:* Each year, the Corporation shall hold an annual meeting of shareholders on such date and at such time as shall be determined from time to time by the Board of Directors, at which meeting shareholders shall elect a Board of Directors and transact any other business as may properly be brought before the meeting.

Section 3. *Special Meetings:* Special meetings of the shareholders, for any purpose or purposes, may be called at any time by the President of the Corporation, or the Board of Directors, or shareholders holding at least ten percent (10%) of the issued and outstanding voting stock of the Corporation. Business transacted at any special meeting shall be confined to the purpose or purposes set forth in the notice of the special meeting.

Section 4. *Notice of Meetings*: Whenever shareholders are required to permitted to take any action at a meeting, a written notice of the meeting shall be provided to each shareholder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 5. *Quorum at Meetings*: Shareholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented for an purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. The holders of a majority of the outstanding shares represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

Section 6. *Proxies*: Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one year from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Except as otherwise provided herein or by law, every proxy is revocable at the pleasure of the shareholder executing it by communicating such revocation, in writing, to the Secretary of the Corporation.

Section 7. *Voting at Meetings*: If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each shareholder shall be entitled to one vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such shareholder. Voting need not be by written ballot.

Section 8. *List of Shareholders*: The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before any meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged alphabetically, and showing the address of each shareholder and the number of shares held by each shareholder. The list shall be open to the examination of any shareholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days before the meeting, either at a place in the city where the meeting is to be held, which place must be specified in the notice of the meeting, or at the place where the meeting is to be held. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any shareholder present at the meeting.

Section 9. *Consent in Lieu of Meetings*: Any action required to be taken or which may be taken at any meeting of shareholders, whether annual or special, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the shareholders entitled to take action without a meeting, and delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book.

No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book within sixty days of the delivery of the earliest-dated consent.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous vote shall be given to those shareholders who have not consented in writing.

Section 10. *Conference Call*: One or more shareholders may participate in a meeting of shareholders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

Section 11. *Annual Statement*: The President and the Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year.

#### **ARTICLE IV – DIRECTORS**

Section 1. *Powers of Directors*: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation.

Section 2. *Number, Qualification and Election*: The number of directors shall be not fewer than one (1) nor greater than five (5). Each director shall be at least 18 years of age. The directors need not be residents of the state of incorporation. The directors shall be elected by the shareholders at the annual meeting of shareholders by the vote of shareholders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of shareholders. Each director shall be elected for a term of two (2) years, and until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.

Section 3. *Nomination of Directors*: The Board of Directors shall nominate candidates to stand for election as directors; and other candidates may also be nominated by any shareholder of the Corporation, provided such nomination is submitted in writing to the Corporation's Secretary no later than 30 days prior to the meeting of shareholders at which such directors are to be elected, together with the identity of the nominator and the number of shares of the stock of the Corporation owned by the nominator.

Section 4. *Vacancies*: Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of a director shall be filled by the majority of directors then in office. The successor shall serve the unexpired portion of the term of his or her predecessor. Any director may resign at any time by giving written notice to the Board or the Secretary.



Section 5. *Meetings*:

- a. Regular Meetings: Regular meetings of the Board of Directors shall be held at least four (4) times per year without notice and at such time and place as determined by the Board.
- b. Special Meetings: Special meetings of the Board may be called by the Chairperson or the President on two days' notice to each director, either personally or by telephone, express delivery service, email, or facsimile transmission, and on four days' notice by mail (effective upon deposit of such notice in the mail). The notice need not specify the purpose of a special meeting.

Section 6. *Quorum and Voting at Meetings*: A majority of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

Section 7. *Committees of Directors*. The Board of Directors, by resolution, may create one or more committees, each consisting of one or more Directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

Section 8. *Consent in Lieu of Meetings*: Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting of all members of the Board or committee, as the case may be, consent thereto in writing, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

Section 9. *Conference Call*: One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such meeting.

Section 10. *Compensation*: The Board of Directors shall have the authority to fix the compensation of Directors. A fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 11. *Removal of Directors*: Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

## **ARTICLE V -- OFFICERS**

Section 1. *Positions*: The officers of the Corporation shall be a Chairperson, a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint, including one or more Vice Presidents as well as such other officers as it deems advisable. Each such officer shall exercise such powers and perform such duties as shall be set forth herein and such other powers and duties as may be specified from time to time by the Board of Directors. The officers of the Corporation shall be elected by the Board of Directors. Each of the Chairperson, President, and/or any Vice Presidents may execute bonds, mortgages, and other documents under the seal of the Corporation, except where required or permitted by law to be otherwise executed and except where execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

Section 2. *Chairperson*: The Chairperson shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and shareholders, and shall ensure that all orders and resolutions of the Board of Directors and shareholders are implemented.

Section 3. *President*: The President shall be the chief operating officer of the Corporation and shall have full responsibility and authority for management of the day-to-day operations of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation.

Section 4. *Secretary*: The Secretary shall attend all meetings of the Board and all meetings of the shareholders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be.

The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

Section 5. *Treasurer*: The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

Section 6. *Term of Office*: The officers of the Corporation shall hold office until their successors are chosen and have qualified or until their earlier resignation or removal. Any officer or agent elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office as a result of death, resignation, removal, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 7. *Compensation*: The compensation of officers of the Corporation shall be fixed by the Board of Directors.

## ARTICLE VI – CAPITAL STOCK

Section 1. *Stock Certificates*: The shares of the Corporation shall have a par value of \$0.01 and be represented by certificates, provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and, upon request, every holder of uncertificated shares, shall be entitled to have a certificate signed in the name of the Corporation, by the Chairperson, president or any Vice President, and by the Treasurer or Secretary. Any or all of the signatures on the certificate may be by facsimile. The stock certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued and shall bear the corporate seal.

Section 2. *Lost Certificates*: The Corporation may issue a new certificate of stock in place of any certificate theretofore issued and alleged to have been lost, stolen, or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to make an affidavit of that fact, and the Corporation may require indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Section 3. *Transfers*: Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, or these Bylaws.

Section 4. *Record Date*: In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or to take action without a meeting, or to receive payment of any dividend or other distribution, or to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be less than ten nor more than fifty days before the meeting or action requiring a determination of shareholders.

If no record date is fixed by the Board of Directors:

- a. for determining shareholders entitled to notice of or to vote at a meeting, the record date shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held or other action taken;
- b. For determining shareholders entitled to consent to corporate action without a meeting, the record date shall be the day on which the first written consent is delivered to the Corporation in accordance with these Bylaws; and
- c. For determining shareholders for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

## ARTICLE VII -- DIVIDENDS

Section 1. *Dividends*: The Board of Directors may declare and pay dividends upon the outstanding shares of the Corporation, from time to time and to such extent as the Board deems advisable, in the manner and upon the terms and conditions provided by law and the Articles of Incorporation of the Corporation.

Section 2. *Reserves*: The Board of Directors may set apart, out of the funds of the Corporation available for dividends, said sum as the directors, from time to time, in their absolute discretion, think proper as a reserve fund for any proper purpose. The Board of Directors may abolish any such reserve in the manner it was created.

## ARTICLE VIII – GENERAL PROVISIONS

Section 1. *Insurance and Indemnity*: The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent, or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such.

Subject to applicable statute, any person made or threatened to be made a party to any action, suit, or proceeding, by reason of the fact that he or she, his or her testator or intestate representative, is or was a director, officer, agent, or employee of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with such an action, suit, or proceeding. Notwithstanding the foregoing, no indemnification shall be made by the Corporation of judgment or other final determination establishes that the potential indemnitee's acts were committed in bad faith or were the result of active or deliberate fraud or dishonesty or clear and gross negligence.

Section 2. *Corporate Records*: Any shareholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its shareholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a shareholder. In every instance in which an attorney or other agent shall be the person seeking the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing authorizing the attorney or other agent to so act on behalf of the shareholder.

The demand under oath shall be directed to the Corporation at its registered office or its principal place of business.

Section 3. *Fiscal Year*: The fiscal year of the Corporation shall be March 31 of each year (unless otherwise determined by the officers or by the Board of Directors).

Section 4. *Seal*: The corporate seal shall be in such form as the Board of Directors shall approve. The seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

Section 5. *Execution of Instruments*: All contracts, checks, drafts, or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 6. *Notice*: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a meeting, the notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting of shareholders, the purpose of and general nature of the business to be transacted at such special meeting.

Section 7. *Waiver of Notice*: Whenever any written notice is required by law, or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Except in the case of a special meeting of shareholders, neither the business to be conducted at nor the purpose of the meeting need be specified in the waiver of notice of the meeting. Attendance of a person either in person or by proxy, at any meeting, shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

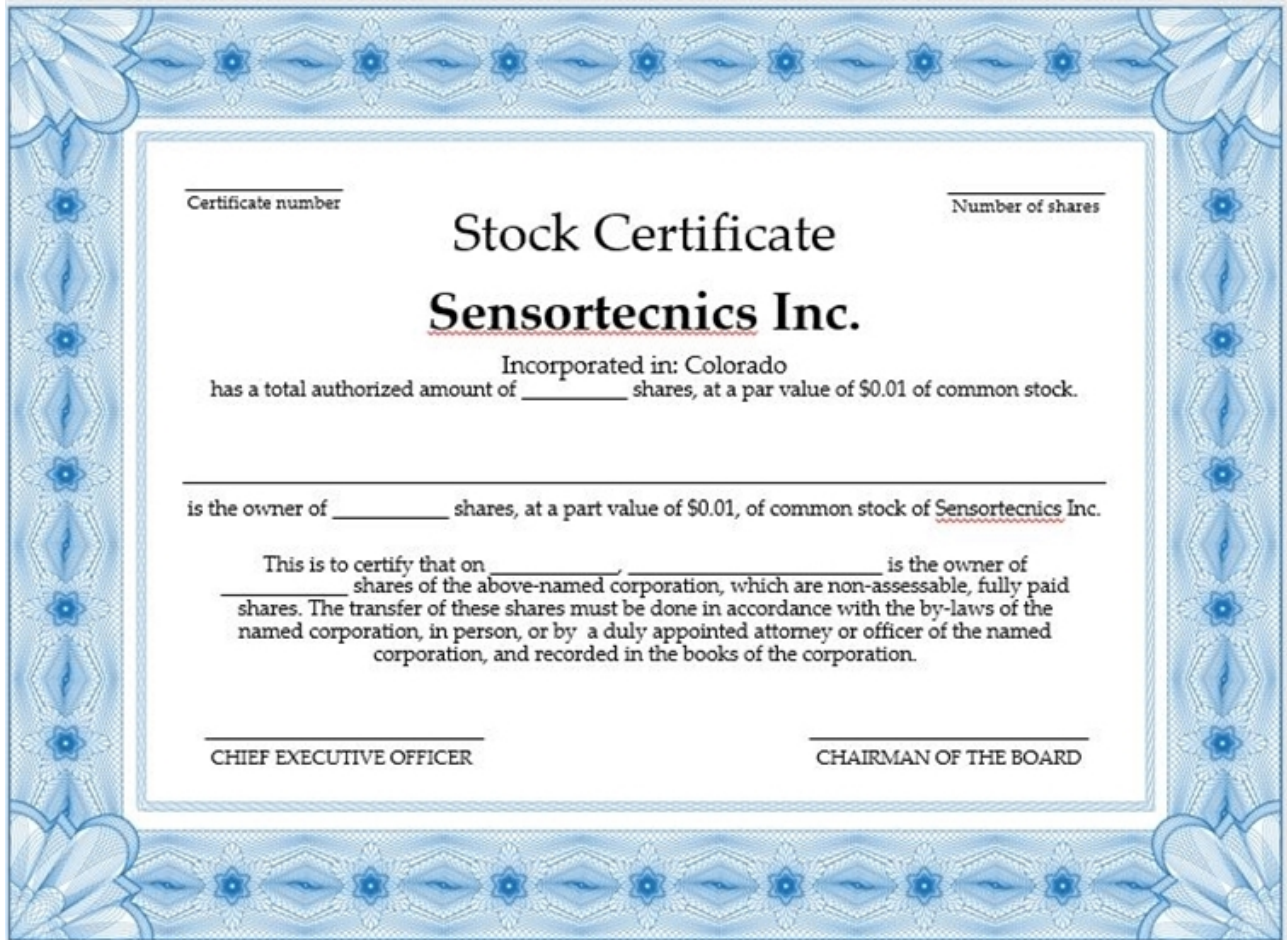
Section 8. *Amendments*: The Board of Directors shall have the power to make, adopt, alter, amend, and repeal from time to time the Bylaws of the Corporation except that the adoption, amendment, or repeal of any Bylaw regulating the election of directors shall be subject to the vote of shareholders entitled to cast at least a majority of the votes which all shareholders are entitled to cast at any regular or special meeting of the shareholders, duly convened after notice to the shareholders of that purpose.

The foregoing Bylaws were adopted by the Board of Directors by Unanimous Consent on April 15, 2019.

SECRETARY'S SIGNATURE

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Secretary (Printed): Mohammed Zulfiquar



Certificate number \_\_\_\_\_

Number of shares \_\_\_\_\_

## Stock Certificate

# Sensortecnic Inc.

Incorporated in: Colorado  
has a total authorized amount of \_\_\_\_\_ shares, at a par value of \$0.01 of common stock.

\_\_\_\_\_ is the owner of \_\_\_\_\_ shares, at a part value of \$0.01, of common stock of Sensortecnic Inc.

This is to certify that on \_\_\_\_\_ is the owner of \_\_\_\_\_ shares of the above-named corporation, which are non-assessable, fully paid shares. The transfer of these shares must be done in accordance with the by-laws of the named corporation, in person, or by a duly appointed attorney or officer of the named corporation, and recorded in the books of the corporation.

\_\_\_\_\_ CHIEF EXECUTIVE OFFICER

\_\_\_\_\_ CHAIRMAN OF THE BOARD

**SENSORTECNICS INC.  
SUBSCRIPTION AGREEMENT**

90 Canal Street—Suite 400  
Boston, Massachusetts 02114

**Shares of Common Stock**

Subject to the terms and conditions of the shares of common stock (the "Shares") described in the **Sensortecnic Inc.** (the "Company") Offering Circular dated July \_\_, 2019 (the "Offering"), I hereby subscribe to purchase the number of shares of Common Stock set forth below for a purchase price of \$6.00 per share. Enclosed with this Subscription Agreement (the "Agreement") is my check (Online "E-Check" or Traditional Paper Check), ACH or money order made payable to "**Verax Research Services, Inc.**" (the "Company") evidencing \$6.00 for each Share subscribed, subject to a minimum of 200 shares of common stock (\$1,200.00).

I understand that my subscription is conditioned upon acceptance by the Company and subject to additional conditions described in the Offering Circular. I further understand that the Company, in its sole discretion, may reject my subscription in whole or in part and may, without notice, allot to me a fewer number of Shares that I have subscribed for. In the event the Offering is terminated, all subscription proceeds will be returned *without interest*.

I understand that when this Agreement is executed and delivered, it is irrevocable and binding to me. I further understand and agree that my right to purchase Shares offered by the Company may be assigned or transferred to any third party without the express written consent of the Company.

I further certify, under penalties of perjury, that: (1) the taxpayer identification number shown on the signature page of this Offering Circular is my correct identification number; (2) I am not subject to backup withholding under the Internal Revenue Code because (a) I am exempt from backup withholding; (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person (as defined in the instructions to Form W-9).

**SUBSCRIPTION AGREEMENT** (the "Agreement") with the undersigned Purchaser for \_\_\_\_\_ Shares of the Company with a par value per share of \$0.01, at a purchase price **of \$6.00 (SIX DOLLARS AND NO CENTS) per share** (aggregate purchase price: \$\_\_\_\_\_) (hereafter the "Purchase Price," \$1,200 minimum).

This Agreement is between **Sensortecnic Inc.**, a Colorado stock corporation (the "Company"), and the Purchaser whose signature appears below on the signature line of this Agreement (the "Purchaser").

**WITNESSETH:**

WHEREAS, the Company is offering for sale up to EIGHT MILLION (8,333,333) shares of common stock (the "Shares") (such offering being referred to in this Agreement as the "Offering").

NOW, THEREFORE, the Company and the Purchaser, in consideration of the mutual covenants contained herein and intending to be legally bound, do hereby agree as follows:

**1. Purchase and Sale.** Subject to the terms and conditions hereof, the Company shall sell, and the Purchaser shall purchase, the number of Shares indicated above at the price so indicated.

**2. Method of Subscription.** The Purchaser is requested to complete and execute this agreement online *or* to print, execute and *deliver two copies of this Agreement to the Company, at 90 Canal Street—Suite 400, Boston, Massachusetts 02114*, along with payment to **Sensortec Inc.** in the amount of the Purchase Price of the Shares subscribed (the “Funds”), as outlined below. The Company reserves the right in its sole discretion, to accept or reject, in whole or in part, any and all subscriptions for Shares.

**3. Subscription and Purchase.**

- a) The Offering will begin on the effective date of the Offering Statement and continue until the Company has sold all of the Shares offered hereby or on such earlier date as the Company may close or terminate the Offering. Any subscription for Shares received will be rejected by the Company within 30 days of receipt thereof or the termination date of this Offering, if earlier.
- b) Contemporaneously with the execution and delivery of this Agreement, Purchaser shall pay the Purchase Price for the Shares by check (Online “E-Check,” ACH debit transfer or Traditional Paper Check) or money order made payable to McGraw Conglomerate Corporation.
- c) Until the Offering is closed, payment of the Purchase Price shall be received by the Escrow Bank from the Purchaser and, thereafter, such payment is received by the Company.
- d) As described in greater detail in the Offering Circular, Esquire Bank will serve as escrow bank (the “Escrow Bank”) until the Offering achieves its stated Minimum Offering and the Escrow Agent instructs the Escrow Bank to release such Funds to the Company. The associated escrow will concurrently terminate when the Offering so “breaks escrow.”
- e) Upon release of the Funds to the Company by the Escrow Bank, Purchaser shall receive notice and evidence of the digital entry (or other manner of record) of the number of Shares owned by the Purchaser reflected on the books and records of the Company and verified by \_\_\_\_\_ Stock Transfer, \_\_\_ (the “Transfer Agent”) which books and records shall bear the notation that the Shares were sold in reliance upon Regulation A under the Securities Act of 1933.
- f) If any such subscription is accepted, the Company will promptly deliver or mail to the Purchaser (i) a fully executed counterpart of this Agreement, (ii) a certificate or certificates for the Shares being purchased, registered in the name of the Purchaser and (iii) if the subscription has been accepted only in part, a refund of the Funds submitted for Shares not purchased. Simultaneously with the delivery or mailing of the foregoing, the Funds deposited in payment for the Shares purchased will be released to the Company. If any such subscription is rejected by the Company, the Company will promptly return, without interest, the Funds submitted with such subscription to the subscriber.

**4. Representations, Warranties and Covenants of the Purchaser.** The Purchaser represents, warrants and agrees as follows:

- a) Prior to making the decision to enter into this Agreement and invest in the Shares subscribed, the Purchaser has received the Offering Circular. The Purchaser acknowledges that the Purchaser has not been given any information or representations concerning the Company or the Offering, other than as set forth in the Offering Statement, and if given or made, such information or representations have not been relied upon by the Purchaser in deciding to invest in the Shares subscribed.



- b) The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of the investment in the Shares subscribed and the Purchaser believes that the Purchaser's prior investment experience and knowledge of investments in low-priced securities ("penny stocks") enables the Purchaser to make an informal decision with respect to an investment in the Shares subscribed.
- c) The Shares subscribed are being acquired for the Purchaser's own account and for the purposes of investment and not with a view to, or for the sale in connection with, the distribution thereof, nor with any present intention of distributing or selling any such Shares.
- d) The Purchaser's overall commitment to investments is not disproportionate to his/her net worth, and his/her investment in the Shares subscribed will not cause such overall commitment to become excessive.
- e) The Purchaser reiterates that he meets the standards set forth in the Offering Circular and, more specifically, the Purchaser has adequate means of providing for his/her current needs and personal contingencies, and has no need for current income or liquidity in his/her investment in the Shares subscribed.
- f) With respect to the tax aspects of the investment, the Purchaser will rely upon the advice of the Purchaser's own tax advisors.
- g) The Purchaser can withstand the loss of the Purchaser's entire investment without suffering serious financial difficulties.
- h) The Purchaser is aware that this investment involves a high degree of risk and that it is possible that his/her entire investment will be lost.
- i) The Purchaser is a resident of the State set forth below the signature of the Purchaser on the last page of this Agreement.
- j) The Purchaser confirms that he understands that, unless a subscription is rejected, the funds will automatically be retained by the Company per the terms of the Offering Circular.

**5. Notices.** All notices, request, consents and other communications required or permitted hereunder shall be in writing and shall be delivered, or mailed first class, postage prepaid, registered or certified mail, return receipt requested:

- a) If to any holder of any of the Shares, addressed to such holder at the holder's last address appearing on the books of the Company, or
- b) If to the Company, addressed to the Company at 90 Canal Street—Suite 400, Boston, Massachusetts 02114, or such other address as the Company may specify by written notice to the Purchaser, and such notices or other communications shall for all purposes of this Agreement be treated as being effective on delivery, if delivered personally or, if sent by mail, on the earlier of actual receipt or the third postal business day after the same has been deposited in a regularly maintained receptacle for the deposit of United States' mail, addressed and postage prepaid as aforesaid.

- 6. Severability.** If any provision of this Subscription Agreement is determined to be invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict with such applicable law and shall be deemed modified to conform with such law. Any provision of this Agreement that may be invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provision of this Agreement, and to this extent the provisions of this Agreement shall be severable.
- 7. Parties in Interest.** This Agreement shall be binding upon and inure to the benefits of and be enforceable against the parties hereto and their respective successors or assigns, provided, however, that the Purchaser may not assign this Agreement or any rights or benefits hereunder.
- 8. Choice of Law.** This Agreement is made under the laws of Maryland and for all purposes shall be governed by and construed in accordance with the laws of that State, including, without limitation, the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of the parties hereto.
- 9. Headings.** Sections and paragraph heading used in this Agreement have been inserted for convenience of reference only, do not constitute a part of this Agreement and shall not affect the construction of this Agreement.
- 10. Execution in Counterparts.** This Agreement may be executed an any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.
- 11. Survival of Representations and Warranties.** The representations and warranties of the Purchaser in and with respect to this Agreement shall survive the execution and delivery of this Agreement, any investigation at any time made by or on behalf of any Purchaser, and the sale and purchase of the Shares and payment therefore.
- 12. Prevailing Party Entitled to Reasonable Costs and Attorneys' Fees.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its litigation-related costs and reasonable attorneys' fees through and including any appeals and post-judgment proceedings.
- 13. No Incidental, Consequential, Punitive or Special Damages.** In no event shall any party be liable for any incidental, consequential, punitive or special damages by reason of its breach of this Agreement. The liability, if any, of the Company and its Managers, Directors, Officers, Employees, Agents, Representatives and Employees to the undersigned under this Agreement for claims, costs, damages and expenses of any nature for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise shall not exceed, in the aggregate the undersigned's investment amount.
- 14. Additional Information.** The Purchaser realizes that the Shares are offered hereby pursuant to exemptions from registration provided by Regulation A and the Securities Act of 1933. The shares may be offered to residents of as many as all 50 states through registered broker-dealer(s)/Selling Agent(s) and any affiliated broker groups to assist in the placement of its securities on a best efforts basis. **Depending on the agreement(s) with the respective Selling Agent and affiliated group, the brokerage commissions payable will range from \_\_\_ % to 8% of the Purchase Price for a given investor**

IN WITNESSES WHEREOF, the parties hereto have executed this Subscription Agreement on \_\_\_\_\_, \_\_\_\_\_, 201\_\_.

**Sensortecnic Inc.**

By: \_\_\_\_\_  
Mohammed Zulfiquar, Chief Executive Officer

**PURCHASER:**

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Phone Number of Purchaser

\_\_\_\_\_  
Email of Purchaser

Sensortecnic Inc  
Technology IP Portfolio

1<sup>st</sup> June 2019

Item	Technology	Patent	Notes
1	Border Sense	We have filed 3 separate patents for Border Sense, Border Wall technologies. 1. Primary wall infrastructure 2. Underground Sensing patent 3. Wall surface touch sensors	Patent filed
2	CyberSoft	Cyber Security Software There is <u>no patent for software</u> , we will be filing patents for algorithm codes soon as possible	No Patent
3	Intelliclad	Intelliclad Building Protection safety system. Currently 1 master patent filed, additional sub patents in progress	Patents Filed
4	Ebox	Solar Energy Harvesting unit.	Awaiting patent number and filing updates
5	System 10	Water Purification Smart stand-alone water purification system for emergency aid (disaster relief) and domestic home use	Patents Filed
6	CIPPS (Datatecnics)	CIPPS (Critical Infrastructure Pipeline Protection System). This is not in the Sensortecnic portfolio.	Multiple Patents Filed and granted

Attached, Patent numbers and brief introduction.

## BORDER SENSE

### Patent

3 Patents Filed

Ref: P71539.GB.BA

Ref: P17538.GB.BA

P: 71537.GB BA

Attached first 5 pages of application.

SENSING  
SECTION

1

TFT-SENSOR  
PE =

## Walls and segments thereof

### Technical Field of the Invention

5 The present invention relates to wall segments and walls, such as wall segments or walls with sensors, and in particular so-called smart walls with border control applications. In particular the invention relates to walls which are able to sense when someone or something is touching them, for example someone attempting to climb or scale them.

### Background to the Invention

10 Border control is a perennial issue faced by all countries of the world, and is particularly problematic for countries with larger borders (which are harder to effectively monitor and police), and countries with land borders (as they are much easier to access than sea borders). One such border which has been the subject of much debate in recent years is the USA/Mexico border.

15 A typical method for border control is to erect some form of barrier along the border in order to deter or physically stop people from entering the country unlawfully. More rudimentary barriers include wire fences which may be lined along the top with barbed wire. Such fences are particularly ineffective as they are very easily breached (e.g. with wire cutters) or scaled.

20 An alternative is to instead erect a tall, thick, solid wall (such as steel-reinforced concrete), which is more difficult to scale and to breach. However, such walls take a very long time to install, require a huge amount of materials and so are extremely expensive (especially for particularly large borders), and cannot be easily upgraded, replaced or repaired.

25 While such solid walls are more difficult to scale than wire fences, they are still able to be scaled, for example by using a ladder, and provide no way of alerting the relevant authorities or border control offices when someone is indeed attempting to do so.

It would therefore be advantageous to provide a wall suitable for border control applications which can sense when someone is trying to scale it.

5 It would further be advantageous to provide a wall suitable for border control applications which can sense when someone is trying to scale it, which is also cheaper, quicker to install, easier to replace, easier to repair and/or easier to upgrade than currently-used barriers.

10 It would be yet further advantageous to provide a wall suitable for border control applications which can sense when someone is trying to scale it, which can also sense when someone is trying to tunnel under it and/or when it is breached or damaged (for example if someone tries to break through it or knock it down).

It is therefore an aim of embodiments of the invention to overcome or mitigate at least one problem of the prior art.

#### Summary of the Invention

15 According to a first aspect of the invention there is provided a wall segment comprising two opposing major faces, two opposing side faces, a bottom face and a top face, wherein a major face of the segment comprises a sensing section or array of sensing sections on the surface thereof, the or each sensing section comprising a touch-sensitive and/or proximity-sensitive section, and wherein at least a portion of the sensing section or array of sensing sections is located within the upper 50% of said major face.

20 In some embodiments, the wall segment is a border wall segment.

The wall segment may be a substantially free-standing wall segment and/or an exterior wall. The wall segment may be free-standing in the sense that it does not form part of a building or the like.

25 The two opposing major faces may comprise a front face and a major face. In preferred embodiments, the area of the major faces is larger (preferably significantly larger) than the area of each of the top, bottom and side faces. In especially preferred embodiments, the area of each major face is at least 5 times larger than the area of each of the top, bottom and side faces.

The sensing section may comprise a strip, film or sheet in which the or each sensor is embedded or connected. The strip, film or sheet may comprise a conductive polymer in which the or each sensor is embedded or connected. The strip, film or sheet may comprise printed electronics components, such as for example printed circuit boards, which may be formed of conductive ink. Strips or sheets comprising conductive polymer or printed electronics are particularly useful as they enable thin strips, films or sheets to be applied to the wall segment, thereby mitigating any protrusions from the wall, and which are more difficult to remove accidentally or deliberately. The strip, film or sheet may comprise a cover or cladding which may comprise a polymeric or metal film. The cover or cladding may be configured to mitigate abrasion or damage to the strip, film or sheet comprising the or each sensor, whilst still enabling operation of the or each sensor.

By "touch-sensitive", it is meant any sensor or section which is able to sense physical contact, and therefore may include any suitable tactile sensor, pressure sensor, resistive sensor, capacitive sensor, piezoelectric sensor, acoustic wave sensor, optical sensor, heat sensor or infrared sensor, for example.

By "proximity-sensitive", it is meant any sensor or section which is able to sense when an object is in close proximity to the sensor and therefore may include any suitable inductive sensor, capacitive sensor, photoelectric sensor, ultrasonic sensor, magnetic sensor, optical sensor, radar sensor or Hall effect sensor, for example. In some embodiments the proximity is configured to sense objects within 2 metres, 1.5 metres, 1 metre, 0.75 metres, 0.5 metres, 0.4 metres, 0.3 metres, 0.25 metres, 0.2 metres, 0.15 metres, 0.1 metres or within 0.05 metres

In preferred embodiments, the sensing section or array of sensing sections spans or covers at least 50%, 60%, 70%, 80%, at least 90%, or substantially 100% of the distance spanning the major face between the side faces (the "width" of the major face). In some embodiments the sensing section or array of sensing sections is continuous across the major face. In other embodiments, the sensing section or array of sensing sections is discontinuous and may comprise multiple spaced apart sensors or arrays of



sensors (for example, each sensor or array may be spaced no more than 1 cm, 2 cm, 3 cm, 4 cm, 5 cm, 7.5 cm or no more than 10 cm from adjacent sensors or arrays.

5 In preferred embodiments, at least a portion of the sensing section or array of sensing sections is located within the top 45%, 40%, 35%, 30%, 25% or top 20% of said major face, more preferably within the top 15% of said major face, most preferably within the top 10% or top 5% of said major face.

In some embodiments, the sensing section or array of sensing sections may be completely located within the top 50%, 45%, 40%, 35%, 20%, 25%, 20%, 15%, 10% or top 5% of said major face.

10 In preferred embodiments, the sensing section or array of sensing sections starts at substantially the highest point of said major face (such as at the upper edge or top face, or where it meets the top face) and extends downwards. This is advantageous as areas of the major face near the top of the wall segment may be more likely to be touched by someone attempting scale it, or any wall or wall portion formed therefrom.

15 In such embodiments, the sensing section or array of sensing sections may span or cover the entirety of the top 50%, 45%, 40%, 35%, 20%, 25%, 20%, 15%, 10% or top 5% of said major face.

20 The or each sensing section or array of sensing sections may extend onto the top face of the wall segment and may extend over the top face and down the opposite major face. In embodiments where one or more sensing sections or arrays extends down the opposite major face, each sensor or array may extend no more than 5%, 10%, 15%, 20%, 25%, 30%, 40% or 50% down the opposite major face, for example.

25 Extending the or each sensing section or array over the top of the wall segment increases the likelihood that the sensor(s) will detect an attempt to scale the wall, for example when a grappling hook or rope is thrown or cast over the wall and which may contact the opposite major face.

The or each sensing section may comprise a touch-sensitive sensor and/or proximity sensor, or a touch-sensitive and/or proximity-sensitive sheet, film or panel containing one or more sensors, said sensor(s) and/or sheet(s), film(s) or panel(s)

preferably being either at least partially embedded within the major face, or otherwise attached or secured to the surface of the major face.

The or each sensing section may be substantially flush with the major face, or may be recessed into the major face or may protrude from the major face.

5 An "array" of sensing sections is defined herein as any arrangement or pattern consisting of two or more distinct, discontinuous sensing sections, and includes arrangements such as two or more sheet, panel or sensor "strips", a "grid" of sheets, panels or sensors, or any other array of individual sensors, sheets or panels of any appropriate shape and dimensions, for example.

10 The major face may comprise any number of additional sensing sections or arrays of sensing sections ("secondary" sensing sections or arrays of sensing sections from here on - in such embodiments, the section(s) or array(s) described above shall be referred to as "primary") arranged in substantially any way. The or each secondary sensing section or array of sensing sections may be located in or on any area of the  
15 major face not covered by the or each primary sensing section or array of sensing sections. For example, the or each secondary sensing section or array of sensing sections may be located in the top, middle or bottom third of the major face, or any combination thereof.

In some embodiments there may be an additional sensing section or array of  
20 sensing sections located in a position within the bottom 50% of the major face. In other embodiments the primary sensing section or array of sensing sections is located in the top third of the major face, an additional sensing section or array located in the middle third an additional sensing section or array located in the lower third of the major face. In yet other embodiments there may be a plurality of vertically spaced apart primary  
25 sensing sections or arrays located on the top 50% of the major face, and a plurality of spaced apart secondary sensing sections or arrays located on the bottom 50% of the major face.

The opposing major face of the segment may also comprise any of the features  
(e.g. sensing sections or arrays of sensing sections) described hereinabove. The two  
30 opposing major faces may therefore comprise the same combination, or different

Intelliclad

Patent

3 Patents Filed

Ref: GB1815168.8

Attached first 5 pages of application.



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Patents Act 1977 (Rule 12)

**Request for grant of a patent**

Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QJ

**Application number** GB1815168.8

1. Your reference	Intelliclad-GB01		
2. Full name, address and postcode of the applicant or of each applicant	<b>Zulfiqar, Mohammed</b> <b>35 Elmdon Road</b> <b>Selly Park</b> <b>Birmingham B29 7LF</b> <b>United Kingdom</b>		
Patents ADP number (if you know it)			
3. Title of the invention	<b>Sensor and safety system for high-rise buildings</b>		
4. Name of your agent (if you have one)	<b>Dallimore, Geoffrey</b>		
"Address for service" to which all correspondence should be sent. This may be in the European Economic area or Channel Islands (see warning note below) (including the postcode)	<b>2 The Whitehouse</b> <b>17 Brunswick Hill</b> <b>Reading RG1 7YT</b> <b>United Kingdom</b>		
Patents ADP number (if you know it)	<b>11800364001</b>		
5. Priority declaration: Are you claiming priority from one or more earlier-filed patent applications? If so, please give details of the application(s)			
	Country	Application number	Date of filing
6. Divisionals etc: Is this application a divisional application, or being made following resolution of an entitlement dispute about an earlier application. If so, please give the application number and filing date of the earlier application			PDAS Access Code
		Number of earlier UK application	Date of filing (day / month / year)
7. Inventorship: (Inventors must be individuals not companies)			
Are all the applicants named above also inventors?	<b>Yes</b>		
If yes, are there any other inventors?	<b>No</b>		
8. Are you paying the application fee with this form?	<b>Yes</b>		

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## **SENSOR AND SAFETY SYSTEM FOR HIGH-RISE BUILDINGS**

### **TECHNICAL FIELD**

[0001] The presently disclosed subject matter generally relates to the field of safety and security systems. Particularly, the present subject matter relates to sensor systems for providing safety to high-rise buildings in event of an emergency like fire.

### **BACKGROUND**

[0002] Most high-rise buildings have similar external structures. In particular most high-rise buildings are designed in a grid format with floors and columns. Concrete Modular structures with varying designs using cladding. Cladding may refer to the application of one material over another to provide a skin or layer to a structure such as a wall. In construction, the cladding is used to provide a degree of thermal insulation and weather resistance to the buildings, and to improve the appearance of buildings. The cladding may be made up of a wide range of materials including such as, but not limited to, wood, metal, brick, vinyl, and composite materials that can include aluminium, wheat/rice straw fibres, wood, blends of cement and recycled polystyrene, and so forth. The panels or structures formed using the cladding are called cladding panels.

[0003] Most of the buildings or older buildings in the world have cladding panels situated under each window unit. The problem with the cladding panels is the insulation material used internally is highly combustible, this may be dangerous for the building in event of any emergency situation like fire. The cladding is largely used to improve the external image of the building; otherwise it does not seem to have any other major benefit to the buildings. Most of the insulation inside the cladding is very dangerous. In the event of a fire, the high-rise buildings may simply become death traps for the residents inside them, not just because of the threat from the combustible cladding, but lack of sprinklers in the buildings and difficulties in vacating the high-rise buildings.

[0004] Further, in past fifty years, there has been very little innovation in high-rise buildings safety standards. There have been considerable innovation around smart buildings but these are very much around "energy savings" and nothing much for the safety of the high-rise buildings. Most buildings still use smoke detectors and sprinklers inside the buildings as a safety system.

[0005] In light of above discussion, there exists need for improved safety systems for high-rise buildings for safety of residents in event of emergency situations such as, but not limited to, fire.

#### SUMMARY

[0006] In a first aspect, the present invention provides a sensor system for a building comprising a plurality of floors. A high-rise building for which embodiments of the present invention are designed typically has at least 7 floors and/or is 23m or more in height. The sensor system comprises a plurality of sensor units and a processing unit, the plurality of sensor units being distributed across an exterior surface of the building; wherein each sensor unit is configured to detect an emergency condition and the processing unit is configured to automatically respond to a detected emergency condition.

[0007] Preferably, each sensor unit is embedded in a cladding on the exterior surface of the building. Preferably each sensor unit is located adjacent a window of the building. Typically, a high-rise building will have a regular array of windows over a large proportion of its exterior surface and a sensor unit is provided for each window. Preferably, each sensor unit comprises a heat sensor and the emergency condition is a fire.

[0008] In another aspect, the present invention provides a fire safety system for a building comprising a plurality of floors, the fire safety system comprising: at least one track on an exterior of the building, the or each track holding a plurality of fire suppression units, the fire suppression units being movable along the tracks to move to a desired location on the exterior of the building and to release a fire suppression agent.

[0009] In another aspect, the present invention provides an evacuation system for a building comprising a plurality of floors, the evacuation system comprising at least one external elevators, the or each elevator being normally located on the roof of the building and being automatically movable in the event of an evacuation to a window of the building to receive one or more evacuating occupants of the building and to the ground floor to evacuate the one or more evacuating occupants.

[0010] Preferably, a least one solar-powered battery, or a hybrid power self-charging battery powered by solar cells, provides power to at least one of the sensor system, the fire safety system and/or the evacuation system in the event of a power failure.

[0011] The main objective of the present disclosure is to provide safety systems and methods for making high-rise buildings safe, to save lives in the event of fire or other disaster. The present disclosure provides a complete end-to-end solution to solve the global problem as discussed above.

[0012] The present disclosure provides improved safety systems for high-rise buildings for safety of residents in event of emergency situations such as, but not limited to, fire

[0013] The present disclosure provides an automated or "smart" emergency safety system for providing safety to high-rise buildings. The emergency safety system includes a plurality of sensors, a plurality of smart fire suppression units, and a plurality of emergency exit (EE) pods. The plurality of sensors may include smart sense sensors. The smart fire suppression units may be external fire sprinklers. The EE pods may be external smart elevators.

[0014] The present disclosure provides a smart fire safety system to sense temperature, gases, air quality, building movement, and so forth.

[0015] The present disclosure provides a smart fire safety system configured to monitor the integrity of the building in real-time and respond appropriately in the event of an emergency.

[0016] The present disclosure provides a smart fire safety system comprising a smart sensing unit developed to monitor multiple environmental conditions such as, heat, gases including carbon dioxide etc., location, weather, temperature, air quality, movement of the building, and so forth. The smart sensing unit comprising sensors and may monitor all environmental conditions of the building, beyond fire. The smart sensing unit may seamlessly connect to smart building computer system and general infrastructure. In some embodiments, an artificial intelligence module may control the smart sensing unit. The smart sensing unit may be made up of electronic components such as, but not limited to, sensors, a central processing unit, a hybrid power self-charging battery via solar cells, a wireless network, and so forth. The smart fire safety system further comprising a plurality of smart fire suppression units fitted via external vertical slim-line tracks. The tracks may hold the fire suppression units such as external high-pressure sprinklers. The smart fire suppression units may be automatically triggered by the smart sensing unit in event of an emergency, such as fire, in the building. The fire suppression units may travel to the point of the fire and extinguish the flames from the outside for example, 43rd floor window. The sensors of the smart sensing unit may send a message to the smart fire suppression units PLC

controller to travel to 43rd floor. The smart fire safety systems may also includes smart emergency exit (EE) pods. The EE pods may be external elevators. The EE pods may travel automatically to the point of the fire (for example, external windows) and enable residents to enter the EE pods and exit the building rapidly, smoothly, safely, and very quickly. In some embodiments, the design and structure of the EE pods may be in accordance with design of the building.

[0017] The present disclosure provides a smart fire safety system designed to set future standards for safety in new buildings.

[0018] According to an aspect of the present disclosure, the EE pods may be situated at the top of the building or inside the floors of the building, for example at every ten floors. In some embodiments, a third party may do the design and placement of the EE pods within the building. In alternative embodiments, the placement of the EE pods may be decided or designed by the clients.

[0019] The present disclosure provides a smart computer controlled fire safety system for buildings comprising multiple floors. The smart computer controlled fire safety system is configured to monitor risks detailed in real-time embedded within cladding or inside of the building or outside on window unit of the building.

[0020] The present disclosure provides a smart computer controlled fire safety system configured to fully automate fire safety ensuring no loss of life in case of a fire or an emergency situation in a building.

[0021] The present disclosure provides a fire safety system that automates many functions of fire responses, including fire extinguishing and building evacuation normally done by many people and many organizations.

[0022] The present disclosure provides a fire safety system for buildings comprising multiple floors. The fire safety system includes one or more sensors configured to monitor external environmental conditions of a building in real-time. The sensors may monitor a whole array of potential risks and then may respond according the risk. The sensors are also configured to sense a temperature, gases, air quality, building movement and so forth. The fire safety system also includes a notification module configured to automatically notify to internal building fire systems and fire service. The fire safety system also includes automated fire suppression units



configured to travel automatically to the point of fire and activate high-pressure water or other fire suppression agents such as foam or carbon dioxide. The fire safety system also includes an automatic control module configured to open or close windows depending on one or more factors such as, but not limited to, an external air quality. The automatic control module is also configured to automatically adjust air conditioning system of the building.

[0023] An embodiment of the present disclosure provides a smart safety system for a building comprising a plurality of floors. The smart safety system comprises a smart sensing unit includes a number of sensors, a processing unit, and a hybrid power self-charging battery via solar cells. The smart safety system includes one or more external tracks for holding smart fire suppression units, wherein the smart sensing unit automatically triggers the smart fire suppression units in event of an emergency situation in the building. The smart safety system further includes a plurality of smart emergency exit pods comprising automated external elevators.

[0024] According to an aspect of the present disclosure, the smart sensing unit is configured to seamlessly connect to smart building computer system and general infrastructure.

[0025] According to another aspect of the present disclosure, an artificial intelligence module controls the smart sensing unit.

[0026] According to another aspect of the present disclosure, the one or more tracks holds the fire suppression units also referred as external high-pressure sprinklers.

[0027] According to another aspect of the present disclosure, the plurality of smart emergency exit pods are configured to travel automatically to the point of the emergency (for example, external windows) and enable residents or the people trapped inside of the building to enter the smart emergency exit pods and exit the building rapidly, smoothly, safely, and very quickly.

[0028] Another embodiment of the present disclosure provides a smart computer controlled fire safety system for a building comprising a plurality of floors, comprising: a plurality of sensors configured to sense temperature, gases, air quality, location, weather, heat, and movement of the building in real-time; one or more automated smart fire suppression units comprising external fire sprinklers, wherein the building is fitted with one or more external vertical slim line tracks for holding the smart fire suppression units, the one or more automated smart fire suppression units are configured to travel pricelessly to the point of fire and activate high pressure water; a

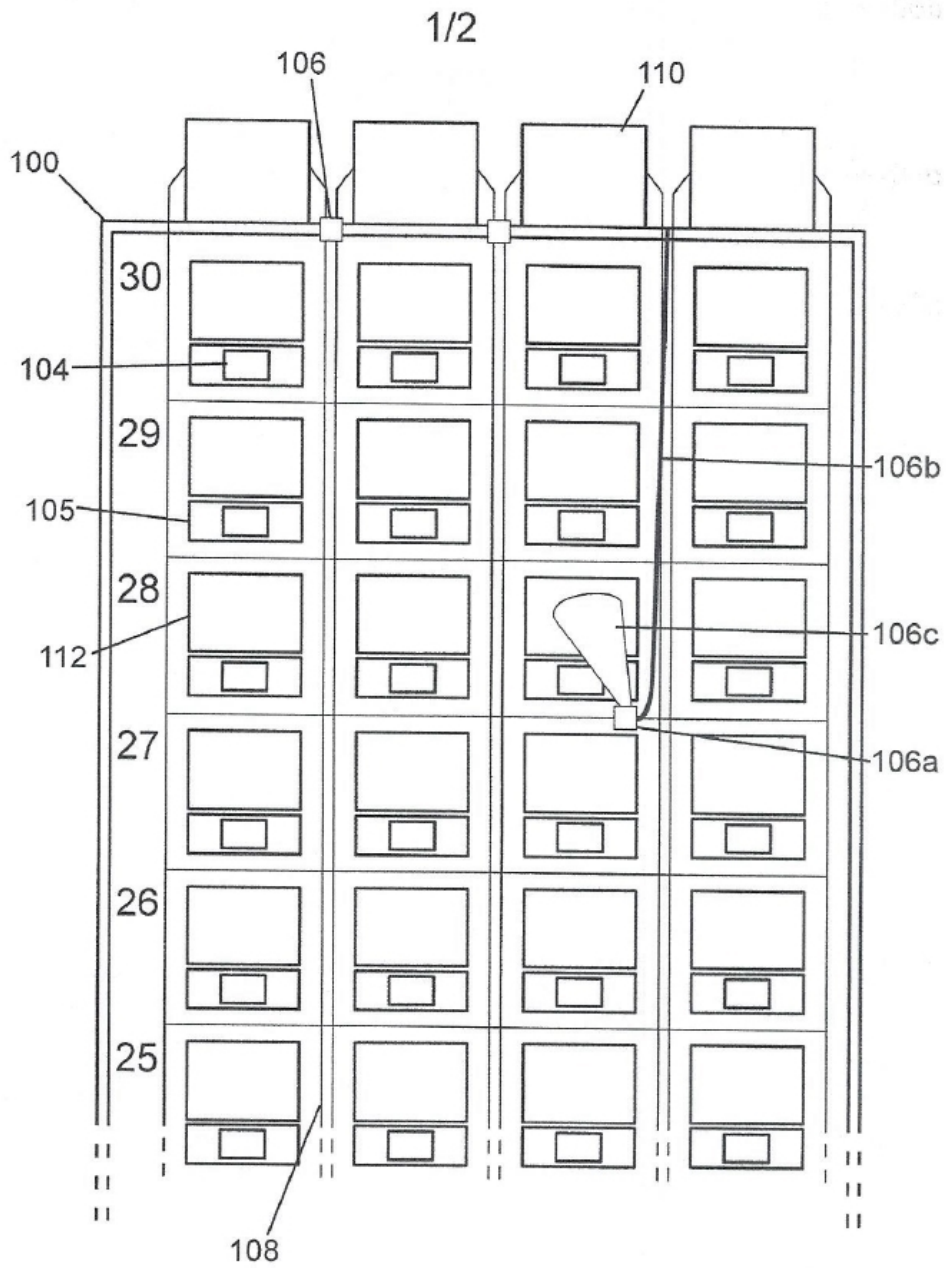


FIG. 1

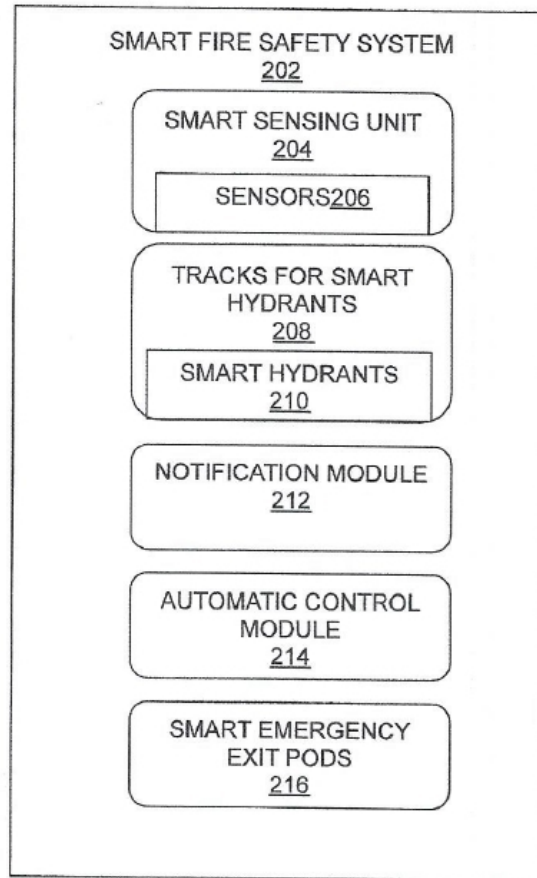


FIG. 2

## System 10

### Patent

Patents Filed

Ref: US 62295081

Attached first 5 pages patent application

Docket:E26PPA

#### TITLE

WATER TREATMENT SYSTEM

#### TECHNICAL FIELD

[0001] Embodiments described herein relate to a Water Treatment System. More particularly the embodiments relate to an apparatus and method for purifying impure water. Further, the embodiments also describe various characteristics and features of the present invention relating to purifying and providing excellent and good quality of standing or flowing water. The present invention is capable of purifying impure water at large scale with enhanced efficacy and quality.

#### BACKGROUND

[0002] The growth in population has resulted into growth in demand for potable water. The urgent demand of potable water is a major challenge for the countries around the globe. There are enormous sources of water but they lack the drinking water quality standards. For example the sea comprises an infinite water source but they are not of potable quality and hence cannot be used as drinking water or even for other house hold activities. Also, water around the petroleum industrial area such as the Middle East and North Africa region are not suitable for farming or house hold activity due to high content of chemicals and metallic elements. The challenge of providing pure and potable water has been tried to address by several water purification apparatus but they also lack some essential features like purification of impure water at large scale or continuous purification of flowing water or quick purification of the large scale flowing water. The machines and apparatus available for purification of impure water are not capable of providing pure water in large quantity.

[0003] Further, the common water purification devices presently under use have certain limitations relating to water purification. The common devices for water purification are not capable of purifying heavily impure water due to technical limitations. Providing water purification system with a capability to provide pure water at large scale is an ongoing challenge which is yet to be met. Although, there have been some attempts to overcome the problem

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discussed above but those attempts were not sufficient and still the existing systems need improvement. The water treatment system under the present invention aims to overcome all the above mentioned challenges and provide pure potable water in large scale. The present system is capable of purifying heavily impure water at large scale with the treatment method comprising supply of ozone and/ or singlet oxygen into the treatment apparatus and optionally mixing of pre-foaming solution into the inlet water.

#### SUMMARY

[0001] An object of the present invention is to provide a Water Treatment System.

[0002] An object of the present invention is to provide an apparatus and a unique method for purification of impure water.

[0003] A further object of the present invention is to provide a water treatment system and method wherein ozone and/ or singlet oxygen and impure water is supplied into apparatus.

[0004] A further object of the present invention is to provide a water treatment system which is capable of purifying impure water at large scale.

[0005] A further object of the present invention is to mix a pre-foaming solution into the inlet water in the treatment process.

[0006] A further object of the present invention is to provide a water treatment system which is capable of regulating the supply of ozone/ singlet oxygen into the apparatus based on the impurity level of the water.

#### BRIEF DESCRIPTION OF THE DRAWINGS

[0007] The foregoing summary, as well as the following detailed description of various embodiments, is better understood when read in conjunction with the drawings provided herein. For the purposes of illustration, there is shown in the drawings exemplary embodiments; however, the presently disclosed subject matter is not limited to the specific methods and instrumentalities disclosed.

[0008] FIG. 1 is an illustration of the water treatment apparatus of the prior art (International Publication No. WO2007025345 A1);

[0009] FIG. 2 is an illustration of the water treatment system of the present invention which comprises a unique apparatus and method to deliver a good quality of standing or flowing water.

#### DETAILED DESCRIPTION

[0010] The presently disclosed subject matter is described with specificity to meet statutory requirements. However, the description itself is not intended to limit the scope of this patent. Rather, the inventors have contemplated that the claimed subject matter might also be embodied in other ways, to include different steps or elements similar to the ones described in this document, in conjunction with other present or future technologies.

[0011] It is to be understood that both the foregoing general description and the following detailed description are exemplary and explanatory only, and are not restrictive of the invention, as claimed. In this application, the use of the singular includes the plural, the word "a" or "an" means "at least one", and the use of "or" means "and/or", unless specifically stated otherwise. Furthermore, the use of the term "including", as well as other forms, such as "includes" and "included", is not limiting. Also, terms such as "element" or "component" encompass both elements and components comprising one unit and elements or components that comprise more than one unit unless specifically stated otherwise.

[0012] The above noted and other objects, in one aspect, may be achieved by a method or a system of the present disclosure. The system includes a Water Treatment System comprising an apparatus and unique method for treatment of impure water and delivery of pure potable or flowing water.

[0013] FIG. 1 is an illustration of the water treatment apparatus of the prior art (International Publication No. WO2007025345 A1), which discloses the apparatus for treating contaminated water such as grey water, or water from a vehicle washing establishment or for treating any other water. The prior art method comprises treating the water by supplying air and ozone into the alternate elongated first half section of any chamber. In the mentioned prior art, water flows in upward direction in the first half section of any chamber and air is supplied via the air inlet hole from the lower most part of the first half section of the chamber. By this way, the water flowing in the first half section of the chamber mixes with the co-currently flowing air which results into creation of bubbles to produce the foam and thus the removal of contaminants can be executed by collecting the foam from the upper end of any chamber. FIG.1 further illustrates that the prior art comprises plurality of elongated water treatment chambers which are interconnected so that the inlet water flows in series through the said interconnected chambers.

Docket:E26PPA

The water treatment apparatus of the prior art further comprises means for supplying ozone gas via ozone inlet hole from the lower most part of the second half section of the chamber flowing in the upward direction. The water flows in the downward direction in the second half section of the chamber, mixes with the counter-current flowing ozone gas to form the foam at the upper side of the chamber and thus the removal of contaminants can be executed by collecting the foam from the upper end of any chamber. Further, the prior art apparatus comprises foam collecting means extending from the uppermost ends of the chambers. The foam collecting means are connected to a common foam waste passage which collects the foam and forwards it for further foam treatment process. The source water treatment inlet is provided at the upper region of the first half section of the first chamber and an outlet of the first chamber is provided at the lowermost region of the second half section of the first chamber connected to the inlet of the first half section of the second chamber and so on.

[0014] FIG. 2 is an illustration of the water treatment system of the present invention which comprises unique apparatus and method to deliver a good quality of standing or flowing water. The apparatus of the present system comprises stainless steel or other metallic (with low corrosion coefficient) chambers 202 connected to each other in series. The apparatus comprises an inlet 204 for impure water and another inlet 206 for ozone supply. The apparatus comprises two foam collecting means 208 and 210 extending from a first end as well as an opposite second end of the chambers. The foam collecting means are connected to two common foam waste passages which collect the foam and forward it for further foam treatment process.

[0015] The unique water purification system of the present invention is capable of treating water for various purposes. The water purification system is efficient in removing impurities in the water and providing potable water for use in drinking and other purposes. The water purification system of the present invention can be used for treatment of any kind of impure water, be it for household purposes or for the industrial purposes. The water purification system of the present invention is capable of removing any type of impurity in the water such as the dirty water, water comprising metals and other particulates, water from households, agriculture, sewerage water and even extremely salty water.





US009732911B2

(12) **United States Patent**  
**Zulfiquar**

(10) **Patent No.:** US 9,732,911 B2  
(45) **Date of Patent:** Aug. 15, 2017

(54) **INTEGRATED PIPELINE PROTECTION SYSTEM**

- (71) Applicant: **Mohammed Zulfiquar**, Birmingham (GB)
- (72) Inventor: **Mohammed Zulfiquar**, Birmingham (GB)
- (\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 302 days.

(21) Appl. No.: **14/546,299**

(22) Filed: **Nov. 18, 2014**

(65) **Prior Publication Data**  
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**Related U.S. Application Data**  
(60) Provisional application No. 61/905,381, filed on Nov. 18, 2013.

(51) **Int. Cl.**  
*F17D 5/06* (2006.01)  
*F17D 5/00* (2006.01)  
*G01M 3/00* (2006.01)

(52) **U.S. Cl.**  
 CPC ..... *F17D 5/06* (2013.01); *F17D 5/00* (2013.01); *G01M 3/00* (2013.01)

(58) **Field of Classification Search**  
 CPC .. *F17D 5/06*; *F17D 5/00*; *G01M 3/00*; *G01M 3/18*; *G01M 3/243*; *G01M 3/182*  
 USPC ..... 138/104  
 See application file for complete search history.

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**FOREIGN PATENT DOCUMENTS**

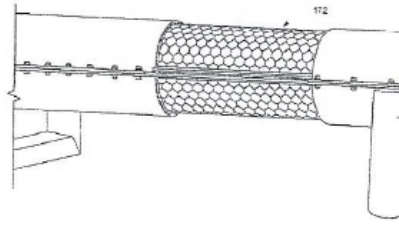
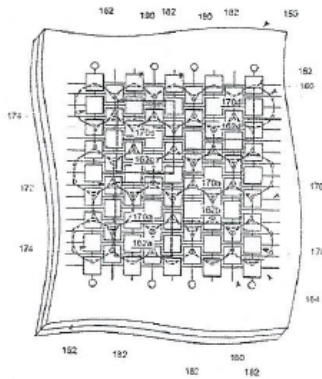
DE	102011100731 A1	11/2012	
GB	WO 2008059226 A2 *	5/2008	..... G01M 5/00
WO	2008140490 A2	11/2008	

Primary Examiner — Joshua Kennedy

**ABSTRACT**

(57) The pipeline protection system includes a plurality of modules and a central control unit. The modules are adapted to be disposed circumferentially around the pipeline and capable of communicating to each other and with the central control unit to generate a plurality of real time data related to the pipeline. The modules are retrofittable configuration that includes sub-modules. Each sub-module includes top and bottom protective casings, and at least one flexible composite layer disposed between the top and bottom protective casings. The flexible composite layer includes an electronic circuitry embedded thereon, and a plurality of sensors coupled to the electronic circuitry to monitor a plurality of parameters associated with the pipeline. The plurality of sensors is configured to generate various real time data, such as pipeline leakage, predict future leakage or failure, and detect any attempt to theft or tampering in the pipeline.

**31 Claims, 5 Drawing Sheets**



CIPPS

Patent

Multiple Patents Filed

Ref: US 9,732,911 B2

Attached first 2 pages of granted certificate

The  
United  
States  
of  
America



**The Director of the United States  
Patent and Trademark Office**

*Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.*

*Therefore, this*

**United States Patent**

*Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America, and if the invention is a process, of the right to exclude others from using, offering for sale or selling throughout the United States of America, or importing into the United States of America, products made by that process, for the term set forth in 35 U.S.C. 154(a)(2) or (c)(1), subject to the payment of maintenance fees as provided by 35 U.S.C. 41(b). See the Maintenance Fee Notice on the inside of the cover.*

*Joseph Mataf*

*Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office*

**Technology Assignment Agreement**

**Ebox**

**Between**

**Mohammed Zulfiquar, Assignor**

**&**

**Sensortecnic IP Inc, Assignee**

with collateral components including the availability of research and development and a limited license from  
Datatecnics Corporation, Ltd., As the Developer

## TECHNOLOGY ASSIGNMENT AGREEMENT

**THIS TECHNOLOGY ASSIGNMENT AGREEMENT** (the “Agreement”), is effective as of March 22, 2019

### **BETWEEN:**

Mr. Mohammed Zulfiqar of 35 Elmdon Rd Selly Park, Birmingham B29 7LF, United Kingdom (the “Assignor”)

- AND -

Sensortecnic IP, Inc. a Nevada Corporation of 50W Liberty St, Suite 880, Reno, NV 89501 (wholly-owned subsidiary of Sensortecnic, Inc.)  
(the “Assignee”)

- AND -

Datatecnic Corporation, Ltd. of 36 Calthorpe Road, Edgbaston, Birmingham, B15 1TS United Kingdom (the “Developer”)

### **BACKGROUND:**

WHEREAS, the Assignor wishes to assign to the Assignee, a certain partially developed set of technologies, in need of further development work, Ebox or Solar Energy in a Box, and the Assignee desires to accept the use the Technology Assignment in accordance with the terms and conditions stated below.

WHEREAS, Ebox or Solar Energy in a Box, using energy harvesting processing technology through a innovative novel process without the use of large fixed panels in direct sunlight. Ebox is designed to be 10 times cheaper and 10 times more powerful than current technologies. Solar energy reengineered, as further disclosed and set forth in Exhibit A hereto (the “Technology” or “Ebox”).

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have utilized the Internet Of Things (IOT) and pioneered smart sensor technologies, whose core competency is innovative design and technological, robust solutions for complex scientific and industrial problems, including as applied to Ebox.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have already developed a number of ground-breaking products focused on key issues affecting the energy, water, environment and infrastructure sectors, solving problems previously considered insurmountable, which has enabled them to win several prestigious awards as well as considerable interest from major corporations.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, will remain independent with a laser-focus on realizing its vision of delivering smart, cost-effective solutions for its partners, including the Assignee.

WHEREAS, a part of the Technology, employs the use of the Assignor's lead product, Datatecnics Corporation, Ltd., CIPPS® (Critical Infrastructure Pipeline Protection System), previously assigned to the Developer, which is currently undergoing further product development from a technology status to product in partnership with United Utilities, UK's leading water services company, Radius Pipes, a leading pipeline manufacture and CPI (Centre for Process Innovation) a government funded R&D facility with almost 1000 scientists and experts in OPE (Organic Printed Electronics), all of which and all of whom will be available with regard to the development of the Technology, including the Assignor, as this Assignment contemplates the engagement of the services of the Developer, Datatecnics Corporation, Ltd., for the further development of the Technology, including with the use of CIPPS® and of CIPS™, in connection with the Technology.

WHEREAS, the Developer, Datatecnics Corporation Ltd., in partnership with its customer, United Utilities is further developing and implementing CIPPS®, as a finished product, *i.e.* smart micro sensors embedded within the pipeline walls, replacing its infrastructure of existing pipes in the United Kingdom, using CIPPS® smart pipes. This project is supported with partial funding from Innovate UK, a UK government body which supports disruptive innovation. The production collaboration partners are, Datatecnics Corporation Ltd (the lead), Radius Systems (partner) and CPI (Centre for Process Innovation) based in Teesside UK (the contractor).

WHEREAS, Datatecnics was the first company to file for patents for "intelligent" pipes through the use of printed electronics with nano/micro sensors embedded within pipeline walls for monitoring pipeline integrity. Product CIPPS® technology. CIPPS® technology facilitates the transformation of dumb, inert plastic or metal surfaces into completely intelligent autonomous self-thinking systems, susceptible to monitoring. A self-managing predictive asset management system, CIPPS® is designed to predict failure-point in advance to maintain operational resiliency.

WHEREAS, the Assignor and Datatecnics Corporation, Ltd., a company controlled by the Assignor, have received several prestigious awards for innovation and contribution to industry. CIPPS® sensor technologies has taken Datatecnics Corporation, Ltd. almost 7 years to develop. Now, in partnership with UK's largest water utility operator and collaboration with Radius Systems a leading pipe manufacture the end product is being developed for launch to the global market in 2020.

WHEREAS, Datatecnics Corporation, Ltd. has been partnering with the following entities in the further development of CIPPS®:

1. **Innovate UK** is the part of UK government body that provides funding through grants for specialized projects. They have awarded us a grant for this project.
2. **United Utilities** are the UK's largest water company, they are our first major customer and support partner. We have already completed extensive live field tests with them last year.
3. **Radius Pipes** are a leading global pipe manufacturer, they are one of our project collaboration partners, we will give them the finished CIPPS sensors, they will then embed them within the pipes to make the finished product.
4. **CPI** is a UK Government funded R&D facility that specializes in PE (Printed Electronics), this is where we do our R&D and product development. CPI has dedicated a portion of its facility for the Developer's endeavors.

WHEREAS, this Assignment contemplates a limited, at most, license for CIPPS® and for CIPS™, from the Developer, Datatecnics Corporation, Ltd., in connection with the exploitation of the Technology for sub component IP that has been tailored for smart wall applications for sensing of physical or digital breaches.

#### **CIPPS & CIPS explained**

1. **CIPPS®** (Critical Infrastructure Pipeline Protection System) for Pipelines Only, *Datatecnics Corporation, Ltd.*
2. **CIPS™** (Critical Infrastructure Protection System) for IOT applications, everything other than Pipes. *(This is used as a part of the Technology.)*

WHEREAS, the Ebox, as currently conceived can be further described as follows:

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

**Assignment**

2. Under this Agreement the Assignor conveys all rights, title and interest to the Assignee (the "Assignment") to the several technologies set forth in the attached Exhibit A which technologies were developed by the Assignor (the "Technology").

3. "Technology" includes the know-how, the blueprints, the mix of technologies including photonics (optical laser), PE (printed sensors on a PE substrate or other, software algorithm ( the protected software formulae), and other sub parts including executable Nano sensors and MEMS sensors, and any related printed, electronic and online documentation and any other files that may accompany the product, as further described in the attached Exhibit A.

4. Title, copyright, intellectual property rights and distribution rights of the Technology remain exclusively with the Assignor. Intellectual property rights include the look and feel of the Technology. This Agreement constitutes a transfer of ownership rights to the Technology.

5. The Technology may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

6. Failure to comply with any of the terms under the Assignment section will be considered a material breach of this Agreement.

7. Insolvency of the Assignee bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws arising out of its inability to meet its financial obligations, or fails to make any payment required by this Agreement within thirty (30) days of its due date, following notice will be considered a material breach of this Agreement.



### **Assignment Fee and Related Required Costs**

8. The Assignment fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be an initial \$100, plus an annual maintenance fee of \$10,000, plus 1% of all sales or revenues (the "Percentage Royalty") achieved by the Assignee as a result of the use of the Technology; provided however, that the Assignee shall have the option to eliminate the Percentage Royalty by paying \$1,475,000, 50% of which would be paid following the closing of the offering pursuant to the Regulation A filing contemplated by the Assignee and the other 50% six months after commencing marketing of any underlying product (the "Percentage Royalty Buyout"). In the absence of any Percentage Royalty Buyout, payment of the annual maintenance fee will be on January 2 of each year following the execution of this Agreement; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter.

9. In addition, the Assignee, will be able to engage the services of the Developer, at the Developer's cost +5%, for ongoing research and development, as set forth in Exhibit B, for delivering the Ebox (technologies) from a Ebox integrated system CIPSTM (Critical TFT (Thin Film Technology)) Sensor platform to TRL level 6 "**Prototype System Verified**". This research and development will enable the Assignee to integrate the IP directly into its customers' blueprint end user design document. This will cover TRL level 7-9. In the alternative, at a smaller total cost, a scaled-back version to TRL level 3, would be accomplished by engaging the services of the Developer.

10. In addition, the Assignee shall pay to Datatecnics Corporation, Ltd., in its capacity as the licensor of CIPSTM, and to the limited extent necessary in connection with the potential use of the Technology in accordance with the terms hereof, CIPPS®, 1% of all sales or revenues achieved by the Assignee. This percentage royalty shall be paid to Datatecnics Corporation, Ltd. for the use, or possible use, of CIPSTM and/or CIPPS®, directly or indirectly, irrespective of any actual use thereof. Payment of this royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Assignee has other licenses or assignments of other technologies from the Assignor for the use, or possible use, of CIPSTM and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Assignee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPSTM and/or CIPPS®.

11. In Addition, the TRL technology deliverable the agreement includes IP updates as per Exhibit B.

### **Limitation of Liability**

12. The Technology is provided by the Assignor and accepted by the Assignee "as is". Liability of the Assignor will be limited to a maximum of the original purchase price of the Technology. The Assignor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Assignee arising out of the use or failure to use the Technology.

13. The Assignor makes no warranty expressed or implied regarding the fitness of the Technology for a particular purpose or that the Technology will be suitable or appropriate for the specific requirements of the Assignee.

14. The Assignor does not warrant that use of the Technology will be uninterrupted or error-free. The Assignee accepts that Technology in general is prone to bugs and flaws within an acceptable level as determined in the industry.

**Warranties and Representations**

15. The Assignor warrants and represents that it is the copyright holder and sole owner of the Technology. The Assignor warrants and represents that granting the Assignment to use this Technology is not in violation of any other agreement, copyright or applicable statute and that the Assignor has the right to make this assignment.

**Acceptance**

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Assignee (“Acceptance”) upon execution of this Agreement.

17. Any new patents or intellectual property rights developed by the Assignor, shall be the subject matter of a separate agreement, if at all.

**User Support**

18. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

**Term**

19. The term of this Agreement will commence as of the date hereof and is perpetual.

**Termination**

20. This Agreement will be terminated and the Assignment forfeited where the Assignee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied within thirty (30) days of notice. On termination of this Agreement for any reason, the Assignee will promptly destroy the Technology or return the Technology to the Assignor, as specified by Assignor.

21. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Assignee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature (iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Assignor;

**Force Majeure**

22. The Assignor will be free of liability to the Assignee where the Assignor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Assignor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

23. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom.

**Miscellaneous**

24. This Agreement can only be modified in writing signed by both the Assignor and the Assignee.

25. This Agreement does not create or imply any relationship in agency or partnership between the Assignor and the Assignee or with the Developer.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Assignor's successors and assigns.

**Notices**

30. All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of March, 2019.

**Mohammed Zulfiquar**

**Sensortecnic IP, Inc.**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

Per: \_\_\_\_\_  
Richard Drake, Director

**Datatecnics Corporation, Ltd.:**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

## Exhibit A

### TRL (Technology Readiness Level)

#### For Ebox

#### TRL (Technology Readiness Level)

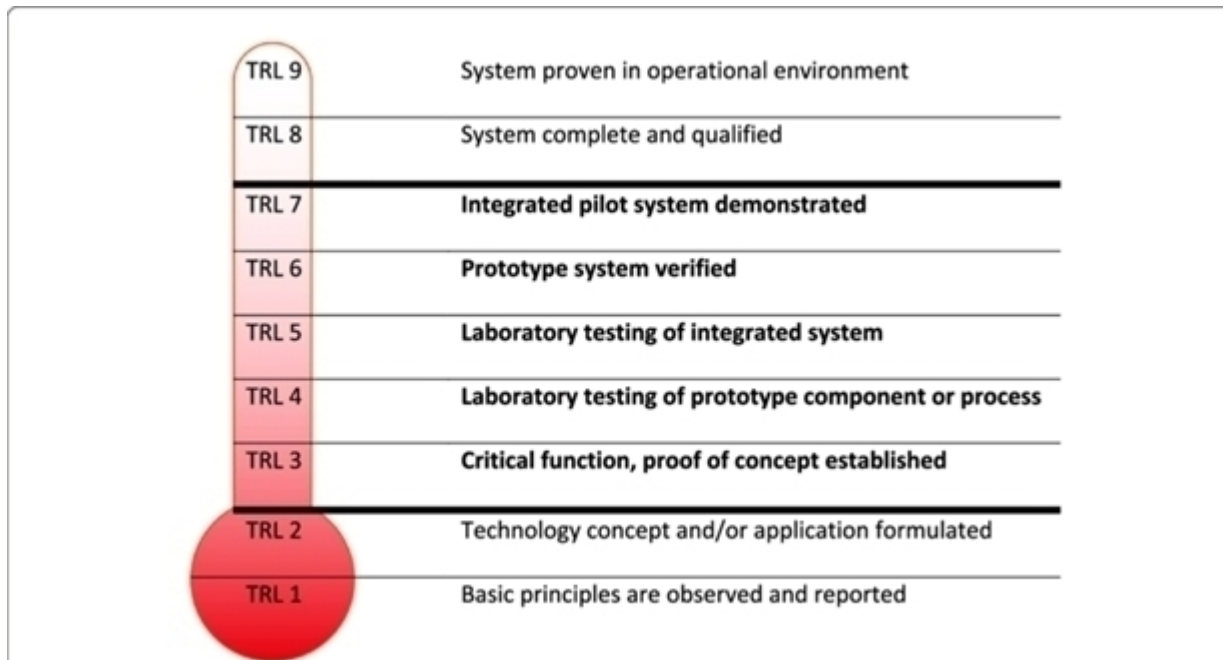
##### Current status.

- *Sensors TRL 2-3*
- *Completed system TRL 1*

#### Technology Readiness Level (Explained)

Technology Readiness Levels (TRL) are a type of measurement system used to assess the maturity level of a particular technology. Each technology project is evaluated against the parameters for each technology level and is then assigned a TRL rating based on the projects progress. There are nine technology readiness levels. TRL 1 is the lowest and TRL 9 is the highest.

When a technology is at TRL 1, scientific research is beginning and those results are being translated into future research and development. TRL 2 occurs once the basic principles have been studied and practical applications can be applied to those initial findings. TRL 2 technology is very speculative, as there is little to no experimental proof of concept for the technology.



When active research and design begin, a technology is elevated to TRL 3. Generally, both analytical and laboratory studies are required at this level to see if a technology is viable and ready to proceed further through the development process. Often during TRL 3, a proof-of-concept model is constructed.

Once the proof-of-concept technology is ready, the technology advances to TRL 4. During TRL 4, multiple component pieces are tested with one another. TRL 5 is a continuation of TRL 4, however, a technology that is at 5 is identified as a breadboard technology and must undergo more rigorous testing than technology that is only at TRL 4. Simulations should be run in environments that are as close to realistic as possible. Once the testing of TRL 5 is

complete, a technology may advance to TRL 6. A TRL 6 technology has a fully functional prototype or representational model.

TRL 7 technology requires that the working model or prototype be demonstrated in a space environment. TRL 8 technology has been tested and “flight qualified” and it’s ready for implementation into an already existing technology or technology system. Once a technology has been “flight proven” during a successful mission, it can be called TRL 9.

## **Technical R&D and Product Development Standards**

We have designed our technologies to NASA research standards.

Product development standards are based on the EVT, DVT, PVT framework.

- **Engineering Verification Testing (EVT)**
  - 
  - o Engineering Verification Testing (EVT) is a specific product verification test performed on prototypes to verify the design meets desired product specifications and performance. EVT consists of basic functional tests, parametric measurements and specification verification.
  - o Percept offers Quick Design Verification Tests (Q-DVT) for a fast, first look that helps uncover high impact design weaknesses early in the product development cycle. The Q-DVT is especially useful in rapid prototyping or quick response products for which EVT or DVT is not feasible. Q-DVT is a reliability risk assessment tool that can locate weaknesses and recommend potential changes to improve the product. Q-DVT includes an operational temperature test, an operational vibration test, and an Electro-Static Discharge
- **Design Verification Testing (DVT)**
  - o After prototyping, the product is moved to the next phase of the design cycle: Design Refinement. Engineers revise and improve the design to meet performance and design requirements and specifications. Design Verification Testing (DVT) is specific product verification tests performed to deliver objective, comprehensive testing verifying the following:
    - o All products specifications
    - o Interface standards
    - o OEM requirements
    - o Diagnostic commands
- **DVT is an intensive testing program consisting of five areas of testing:**
  - o Functional Testing (including usability)
  - o Performance Testing
  - o Environmental Testing
  - o Product Reliability Testing
  - o Product Regulatory Compliance Testing
- **Process (or Pilot) Verification Testing (PVT)**
  - o When the product moves to production phase, the Process (or Pilot) Verification Test (PVT) is used. The PVT is a subset of the Design Verification Test (DVT) performed on pre-production or production units. The purpose is to verify the design has been correctly implemented into production.

## Exhibit B

### Re Update of Patents, drafting

Full details can be provided within 90 days.

**Channel Green Fastrack (this means the patent can fully granted within 1- 2 years instead of 4 years.**

### **Total Patents Pending – 1**

- In design to follow approx. 4

**Stage 1-** UK PCT GB

**Stage 2-** USPTO

**Geographical:** Global



**Technology License Agreement**

**Intelliclad - Smart Buildings**

**Between**

**Mohammed Zulfiquar, Licensor**

**&**

**Sensortecnic IP Inc, Licensee**

with collateral components including the availability of research and development and a limited license from Datatecnics Corporation, Ltd., as the Developer

Page 1 of 11

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**TECHNOLOGY LICENSE AGREEMENT**

**THIS TECHNOLOGY LICENSE AGREEMENT** (the “Agreement”), is effective as of March 22, 2019

**BETWEEN:**

Mr. Mohammed Zulfiquar of 35 Elmdon Rd Selly Park, Birmingham B29 7LF, United Kingdom (the “Licensor”)

- AND -

Sensortecnic IP, Inc. a Nevada Corporation of 50W Liberty St, Suite 880, Reno, NV 89501 (wholly-owned subsidiary of Sensortecnic, Inc.)  
(the “Licensee”)

- AND -

Datatecnics Corporation, Ltd. of 36 Calthorpe Road, Edgbaston, Birmingham, B15 1TS United Kingdom  
(the “Developer”)

**BACKGROUND:**

WHEREAS, the Licensor wishes to assign the Licensee, a certain partially developed set of technologies, in need of further development work, Intelliclad - Smart Buildings and the Licensee desires to use the Technology License in accordance with the terms and conditions stated below.

WHEREAS, Intelliclad is perhaps best characterized as Smart Buildings employing a Smart Buildings Safety System. Prompted by a major disaster, Intelliclad was designed in response to the major Grenfell fire in June 2017 which claimed almost 100 lives, as residents could not escape the tall building. Intelliclad sensors digitize the entire tall building into smart module which is monitored in real time for environmental risks including fire, smoke, heat and building movement. Once Intelliclad detects such a major life-threatening event, it triggers immediate reaction and automated remedies, without the need of human response or involvement, as further disclosed and set forth in Exhibit A hereto (the “Technology” or “Intelliclad - Smart Buildings”).

WHEREAS, Intelliclad has among its technological features, the Smart Hydrant Smart Building external fire hydrant. This makes possible the extinguishment of fire, without the necessity of humans going to the particular site and applying water, which may be impossible in the case of tall buildings.



WHEREAS, Intelliclad has among its technological features, the EE-POD -Emergency Evacuation PODS Emergency Exit Fire Pods for tall buildings. This makes possible the safe exit, even from the top floor of tall buildings, without having to navigate a more conventional exit from the building, which may be impossible in the case of tall buildings.

WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, have utilized the Internet Of Things (IOT) and pioneered smart sensor technologies, whose core competency is innovative design and technological, robust solutions for complex scientific and industrial problems, including as applied to Intelliclad - Smart Buildings.

WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, have already developed a number of ground-breaking products focused on key issues affecting the energy, water, environment and infrastructure sectors, solving problems previously considered insurmountable, which has enabled them to win several prestigious awards as well as considerable interest from major corporations.

WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, will remain independent with a laser-focus on realizing its vision of delivering smart, cost-effective solutions for its partners, including the Licensee.

WHEREAS, a part of the Technology, employs the use of the Licensor's lead product, Datatecnics Corporation, Ltd., CIPPS® (Critical Infrastructure Pipeline Protection System), previously assigned to the Developer, which is currently undergoing further product development from a technology status to product in partnership with United Utilities, UK's leading water services company, Radius Pipes, a leading pipeline manufacture and CPI (Centre for Process Innovation) a government funded R&D facility with almost 1000 scientists and experts in OPE (Organic Printed Electronics), all of which and all of whom will be available with regard to the development of the Technology, including the Licensor, as this License contemplates the engagement of the services of the Developer, Datatecnics Corporation, Ltd., for the further development of the Technology, including with the use of CIPPS® and of CIPPS™, in connection with the Technology.

WHEREAS, the Developer, Datatecnics Corporation Ltd., in partnership with its customer, United Utilities is further developing and implementing CIPPS®, as a finished product, *i.e.* smart micro sensors embedded within the pipeline walls, replacing its infrastructure of existing pipes in the United Kingdom, using CIPPS® smart pipes. This project is supported with partial funding from Innovate UK, a UK government body which supports disruptive innovation. The production collaboration partners are, Datatecnics Corporation Ltd (the lead), Radius Systems (partner) and CPI (Centre for Process Innovation) based in Teesside UK (the contractor).

WHEREAS, Datatecnics was the first company to file for patents for “intelligent” pipes through the use of printed electronics with nano/micro sensors embedded within pipeline walls for monitoring pipeline integrity. Product CIPPS® technology. CIPPS® technology facilitates the transformation of dumb, inert plastic or metal surfaces into completely intelligent autonomous self-thinking systems, susceptible to monitoring. A self-managing predictive asset management system, CIPPS® is designed to predict failure-point in advance to maintain operational resiliency.

WHEREAS, the Licensor and Datatecnics Corporation, Ltd., a company controlled by the Licensor, have received several prestigious awards for innovation and contribution to industry. CIPPS® sensor technologies has taken Datatecnics Corporation, Ltd. almost 7 years to develop. Now, in partnership with UK’s largest water utility operator and collaboration with Radius Systems a leading pipe manufacture the end product is being developed for launch to the global market in 2020.

WHEREAS, Datatecnics Corporation, Ltd. has been partnering with the following entities in the further development of CIPPS®:

1. **Innovate UK** is the part of UK government body that provides funding through grants for specialized projects. They have awarded us a grant for this project.
2. **United Utilities** are the UK’s largest water company, they are our first major customer and support partner. We have already completed extensive live field tests with them last year.
3. **Radius Pipes** are a leading global pipe manufacturer, they are one of our project collaboration partners, we will give them the finished CIPPS sensors, they will then embed them within the pipes to make the finished product.
4. **CPI** is a UK Government funded R&D facility that specializes in PE (Printed Electronics), this is where we do our R&D and product development. CPI has dedicated a portion of its facility for the Developer’s endeavors.

WHEREAS, this License contemplates a limited, at most, license for CIPPS® and for CIPSTM, from the Developer, Datatecnics Corporation, Ltd., in connection with the exploitation of the Technology for sub component IP that has been tailored for smart wall applications for sensing of physical or digital breaches.

## **CIPPS & CIPS explained**

1. **CIPPS®** (Critical Infrastructure Pipeline Protection System) for Pipelines Only, *Datatecnics Corporation, Ltd.*

2. **CIPSTM™** (Critical Infrastructure Protection System) for IOT applications, everything other than Pipes. *(This is used as a part of the Technology.)*

WHEREAS, the Intelliclad - Smart Buildings, as currently conceived can be further described as follows:

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### **Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

### **License**

2. Under this Agreement the Licensor conveys all rights, title and interest to the Licensee (the "License") to the several technologies set forth in the attached Exhibit A which technologies were developed by the Licensor (the "Technology"), but limited to use in North America.

3. "Technology" includes the know-how, the blueprints, the mix of technologies including photonics (optical laser), PE (printed sensors on a PE substrate or other, software algorithm ( the protected software formulae), and other sub parts including executable Nano sensors and MEMS sensors, and any related printed, electronic and online documentation and any other files that may accompany the product, as further described in the attached Exhibit A.

4. Title, copyright, intellectual property rights and distribution rights of the Technology remain exclusively with the Licensor. Intellectual property rights include the look and feel of the Technology. This Agreement constitutes a conveyance of exclusive rights to the Technology, but limited to use in North America.

5. The Technology may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

6. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

7. Insolvency of the Licensee bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws arising out of its inability to meet its financial obligations, or fails to make any payment required by this Agreement within thirty (30) days of its due date, following notice will be considered a material breach of this Agreement.

**License Fee and Related Required Costs**

8. The License fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be an initial \$100, plus an annual maintenance fee of \$10,000, plus 1% of all sales or revenues (the "Percentage Royalty") achieved by the Licensee as a result of the use of the Technology; provided however, that the Licensee shall have the option to eliminate the Percentage Royalty by paying \$2,210,000, 50% of which would be paid following the closing of the offering pursuant to the Regulation A filing contemplated by the Licensee and the other 50% six months after commencing marketing of any underlying product (the "Percentage Royalty Buyout"). In the absence of any Percentage Royalty Buyout, payment of the annual maintenance fee will be on January 2 of each year following the execution of this Agreement; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Licensee has other licenses or assignments of other technologies from the Licensor for the use, or possible use, of CIPSTM and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Licensee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPSTM and/or CIPPS®.

9. In addition, the Licensee, will be able to engage the services of the Developer, at the Developer's cost +5%, for ongoing research and development, as set forth in Exhibit B, for delivering the Intelliclad - Smart Buildings (technologies) from a Intelliclad - Smart Buildings integrated system CIPSTM (Critical TFT (Thin Film Technology)) Sensor platform to TRL level 6 "**Prototype System Verified**". This research and development will enable the Licensee to integrate the IP directly into its customers' blueprint end user design document. This will cover TRL level 7-9. In the alternative, at a smaller total cost, a scaled-back version to TRL level 3, would be accomplished by engaging the services of the Developer.

10. In addition, the Licensee shall pay to Datatecnics Corporation, Ltd., in its capacity as the licensor of CIPSTM, and to the limited extent necessary in connection with the potential use of the Technology in accordance with the terms hereof, CIPPS®, 1% of all sales or revenues achieved by the Licensee. This percentage royalty shall be paid to Datatecnics Corporation, Ltd. for the use, or possible use, of CIPSTM and/or CIPPS®, directly or indirectly, irrespective of any actual use thereof. Payment of this royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Licensee has other licenses or assignments of other technologies from the Licensor for the use, or possible use, of CIPSTM and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Licensee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPSTM and/or CIPPS®.

11. In Addition, the TRL technology deliverable the agreement includes IP updates as per Exhibit B.

**Limitation of Liability**

12. The Technology is provided by the Licensor and accepted by the Licensee “as is”. Liability of the Licensor will be limited to a maximum of the original purchase price of the Technology. The Licensor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Technology.

13. The Licensor makes no warranty expressed or implied regarding the fitness of the Technology for a particular purpose or that the Technology will be suitable or appropriate for the specific requirements of the Licensee.

14. The Licensor does not warrant that use of the Technology will be uninterrupted or error-free. The Licensee accepts that Technology in general is prone to bugs and flaws within an acceptable level as determined in the industry.

**Warranties and Representations**

15. The Licensor warrants and represents that it is the copyright holder and sole owner of the Technology. The Licensor warrants and represents that granting the License to use this Technology is not in violation of any other agreement, copyright or applicable statute and that the Licensor has the right to make this license.

**Acceptance**

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee (“Acceptance”) upon execution of this Agreement.

17. Any new patents or intellectual property rights developed by the Licensor, shall be the subject matter of a separate agreement, if at all.

**User Support**

18. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

**Term**

19. The term of this Agreement will commence as of the date hereof and is perpetual.

**Termination**

20. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied in thirty (30) days of notice. On termination of this Agreement for any reason, the Licensee will promptly destroy the Technology or return the Technology to the Licensor, as specified by Licensor.

21. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Licensee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general license for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Licensor;

**Force Majeure**

22. The Licensor will be free of liability to the Licensee where the Licensor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Licensor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

23. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom.



**Miscellaneous**

24. This Agreement can only be modified in writing signed by both the Licensor and the Licensee.

25. This Agreement does not create or imply any relationship in agency or partnership between the Licensor and the Licensee or with the Developer.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Licensor's successors and assigns.

**Notices**

All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Mohammed Zulfiqar**

**Sensortecnic IP, Inc.**

Per: \_\_\_\_\_  
Mohammed Zulfiqar

Per: \_\_\_\_\_  
Richard Drake, Director

**Datatecnics Corporation, Ltd.:**

Per: \_\_\_\_\_  
Mohammed Zulfiqar

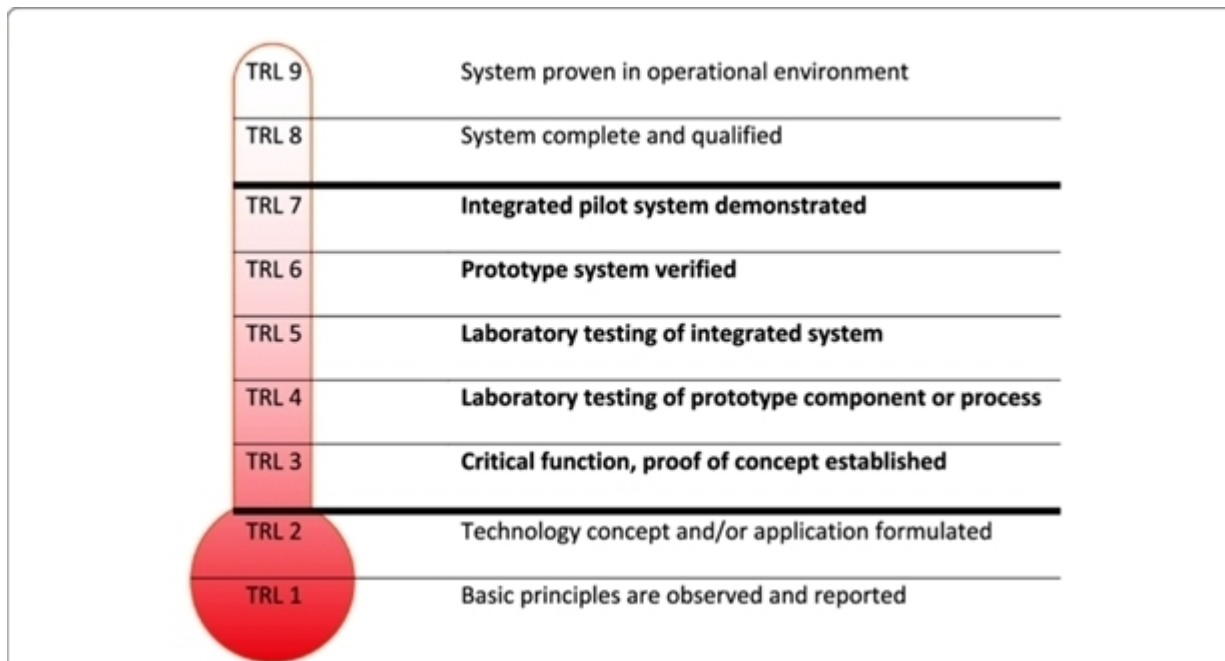
**Exhibit A**

**TRL (Technology Readiness Level)**

**For Intelliclad - Smart Buildings**

**Current status.**

- Sensors TRL 6
- Completed system TRL 2
- Smart Hydrant – 1
- EE-Pods- 1



## Exhibit B

Within the License agreement the assignor will include-

- Complete all responses to examiners questions including edits, and changes to the Patent until fully granted or maximum period of 4 years
- Sensortecnic will pay for all above costs

### **Intelliclad: Patent Status.**

**Channel Green Fastrack (this means the patent can fully granted within 1- 2 years instead of 4 years)**

**Patent no. GB1815168.8**

**Total Patents Filed – 1**

- In design to follow approx. 5+

**Stage 1-** UK PCT GB

**Stage 2-** USPTO

**Geographical:** Global

**Technology Assignment Agreement**  
**System 10 Water Purification System**

**Between**

**Mohammed Zulfiquar, Assignor**

**&**

**Sensortecnic IP Inc, Assignee**

with collateral components including the availability of research and development and a limited license from Datatecnics Corporation, Ltd., As the Developer

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**TECHNOLOGY ASSIGNMENT AGREEMENT**

**THIS TECHNOLOGY ASSIGNMENT AGREEMENT** (the “Agreement”), is effective as of March 22, 2019

**BETWEEN:**

Mr. Mohammed Zulfiquar of 35 Elmdon Rd Selly Park, Birmingham B29 7LF, United Kingdom (the “Assignor”)

- AND -

Sensortecnic IP, Inc. a Nevada Corporation of 50W Liberty St, Suite 880, Reno, NV 89501 (wholly-owned subsidiary of Sensortecnic, Inc.)  
(the “Assignee”)

- AND -

Datatecnics Corporation, Ltd. of 36 Calthorpe Road, Edgbaston, Birmingham, B15 1TS United Kingdom (the “Developer”)

**BACKGROUND:**

WHEREAS, the Assignor wishes to assign to the Assignee, a certain partially developed set of technologies, in need of further development work, System 10 water purification system, further disclosed and set forth in Exhibit A hereto (the “Technology” or “System 10”), and the Assignee desires to use the Technology Assignment, in accordance with the terms and conditions stated below.

WHEREAS, System 10 is an off-water-grid water purification systems using Nano particle split processing, meaning no chemicals or membranes to clean water. This has been designed to help the world water shortage epidemic and charities when clean water is required in remote parts of the world.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have utilized the Internet Of Things (IOT) and pioneered smart sensor technologies, whose core competency is innovative design and technological, robust solutions for complex scientific and industrial problems, including as applied to System 10.

Page 2 of 12

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WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have already developed a number of ground-breaking products focused on key issues affecting the energy, water, environment and infrastructure sectors, solving problems previously considered insurmountable, which has enabled them to win several prestigious awards as well as considerable interest from major corporations.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, will remain independent with a laser-focus on realizing its vision of delivering smart, cost-effective solutions for its partners, including the Assignee.

WHEREAS, a part of the Technology, employs the use of the Assignor's lead product, Datatecnics Corporation, Ltd., CIPPS® (Critical Infrastructure Pipeline Protection System), previously assigned to the Developer, which is currently undergoing further product development from a technology status to product in partnership with United Utilities, UK's leading water services company, Radius Pipes, a leading pipeline manufacture and CPI (Centre for Process Innovation) a government funded R&D facility with almost 1000 scientists and experts in OPE (Organic Printed Electronics), all of which and all of whom will be available with regard to the development of the Technology, including the Assignor, as this Assignment contemplates the engagement of the services of the Developer, Datatecnics Corporation, Ltd., for the further development of the Technology, including with the use of CIPPS® and of CIPS™, in connection with the Technology.

WHEREAS, the Developer, Datatecnics Corporation Ltd., in partnership with its customer, United Utilities is further developing and implementing CIPPS®, as a finished product, *i.e.* smart micro sensors embedded within the pipeline walls, replacing its infrastructure of existing pipes in the United Kingdom, using CIPPS® smart pipes. This project is supported with partial funding from Innovate UK, a UK government body which supports disruptive innovation. The production collaboration partners are, Datatecnics Corporation Ltd (the lead), Radius Systems (partner) and CPI (Centre for Process Innovation) based in Teesside UK (the contractor).

WHEREAS, Datatecnics was the first company to file for patents for "intelligent" pipes through the use of printed electronics with nano/micro sensors embedded within pipeline walls for monitoring pipeline integrity. Product CIPPS® technology. CIPPS® technology facilitates the transformation of dumb, inert plastic or metal surfaces into completely intelligent autonomous self-thinking systems, susceptible to monitoring. A self-managing predictive asset management system, CIPPS® designed to predict failure-point in advance to maintain operational resiliency.

WHEREAS, the Assignor and Datatecnics Corporation, Ltd., a company controlled by the Assignor, have received several prestigious awards for innovation and contribution to industry. CIPPS® sensor technologies has taken Datatecnics Corporation, Ltd. almost 7 years to develop. Now, in partnership with UK's largest water utility operator and collaboration with Radius Systems a leading pipe manufacture the end product is being developed for launch to the global market in 2020.

WHEREAS, Datatecnics Corporation, Ltd. has been partnering with the following entities in the further development of CIPPS®:

1. **Innovate UK** is the part of UK government body that provides funding through grants for specialized projects. They have awarded us a grant for this project.
2. **United Utilities** are the UK's largest water company, they are our first major customer and support partner. We have already completed extensive live field tests with them last year.
3. **Radius Pipes** are a leading global pipe manufacturer, they are one of our project collaboration partners, we will give them the finished CIPPS sensors, they will then embed them within the pipes to make the finished product.
4. **CPI** is a UK Government funded R&D facility that specializes in PE (Printed Electronics), this is where we do our R&D and product development. CPI has dedicated a portion of its facility for the Developer's endeavors.

WHEREAS, this Assignment contemplates a limited, at most, license for CIPPS® and for CIPS™, from the Developer, Datatecnics Corporation, Ltd., in connection with the exploitation of the Technology for sub component IP that has been tailored for smart wall applications for sensing of physical or digital breaches.

#### **CIPPS & CIPS explained**

**1. CIPPS®** (Critical Infrastructure Pipeline Protection System) for Pipelines Only, *Datatecnics Corporation, Ltd.*

**2. CIPS™** (Critical Infrastructure Protection System) for IOT applications, everything other than Pipes. *(This is used as a part of the Technology.)*

WHEREAS, the System 10, as currently conceived can be further described as follows:

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

**Assignment**

2. Under this Agreement the Assignor conveys all rights, title and interest to the Assignee (the "Assignment") to the several technologies set forth in the attached Exhibit A which technologies were developed by the Assignor (the "Technology").

3. "Technology" includes the know-how, the blueprints, the mix of technologies including photonics (optical laser), PE (printed sensors on a PE substrate or other, software algorithm ( the protected software formulae), and other sub parts including executable Nano sensors and MEMS sensors, and any related printed, electronic and online documentation and any other files that may accompany the product, as further described in the attached Exhibit A.

4. Title, copyright, intellectual property rights and distribution rights of the Technology remain exclusively with the Assignor. Intellectual property rights include the look and feel of the Technology. This Agreement constitutes a transfer of ownership rights to the Technology.

5. The Technology may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

6. Failure to comply with any of the terms under the Assignment section will be considered a material breach of this Agreement.

7. Insolvency of the Assignee bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws arising out of its inability to meet its financial obligations, or fails to make any payment required by this Agreement within thirty (30) days of its due date, following notice will be considered a material breach of this Agreement.

### **Assignment Fee and Related Required Costs**

8. The Assignment fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be an initial \$100, plus an annual maintenance fee of \$10,000, plus 1% of all sales or revenues (the "Percentage Royalty") achieved by the Assignee as a result of the use of the Technology; provided however, that the Assignee shall have the option to eliminate the Percentage Royalty by paying \$1,175,000, 50% of which would be paid following the closing of the offering pursuant to the Regulation A filing contemplated by the Assignee and the other 50% six months after commencing marketing of any underlying product (the "Percentage Royalty Buyout"). In the absence of any Percentage Royalty Buyout, payment of the annual maintenance fee will be on January 2 of each year following the execution of this Agreement; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter.

9. In addition, the Assignee, will be able to engage the services of the Developer, at the Developer's cost +5%, for ongoing research and development, as set forth in Exhibit B, for delivering the System 10 (technologies) from a System 10 integrated system CIPSTM (Critical TFT (Thin Film Technology)) Sensor platform to TRL level 6 "**Prototype System Verified**". This research and development will enable the Assignee to integrate the IP directly into its customers' blueprint end user design document. This will cover TRL level 7-9. In the alternative, at a smaller total cost, a scaled-back version to TRL level 3, would be accomplished by engaging the services of the Developer.

10. In addition, the Assignee shall pay to Datatecnics Corporation, Ltd., in its capacity as the licensor of CIPSTM, and to the limited extent necessary in connection with the potential use of the Technology in accordance with the terms hereof, CIPPS®, 1% of all sales or revenues achieved by the Assignee. This percentage royalty shall be paid to Datatecnics Corporation, Ltd. for the use, or possible use, of CIPSTM and/or CIPPS®, directly or indirectly, irrespective of any actual use thereof. Payment of this royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Assignee has other licenses or assignments of other technologies from the Assignor for the use, or possible use, of CIPSTM and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Assignee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPSTM and/or CIPPS®.

11. In Addition, the TRL technology deliverable the agreement includes IP updates as per Exhibit B.

### **Limitation of Liability**

12. The Technology is provided by the Assignor and accepted by the Assignee "as is". Liability of the Assignor will be limited to a maximum of the original purchase price of the Technology. The Assignor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Assignee arising out of the use or failure to use the Technology.



13. The Assignor makes no warranty expressed or implied regarding the fitness of the Technology for a particular purpose or that the Technology will be suitable or appropriate for the specific requirements of the Assignee.

14. The Assignor does not warrant that use of the Technology will be uninterrupted or error-free. The Assignee accepts that Technology in general is prone to bugs and flaws within an acceptable level as determined in the industry.

**Warranties and Representations**

15. The Assignor warrants and represents that it is the copyright holder and sole owner of the Technology. The Assignor warrants and represents that granting the Assignment to use this Technology is not in violation of any other agreement, copyright or applicable statute and that the Assignor has the right to make this assignment.

**Acceptance**

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Assignee (“Acceptance”) upon execution of this Agreement.

17. Any new patents or intellectual property rights developed by the Assignor, shall be the subject matter of a separate agreement, if at all.

**User Support**

18. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

**Term**

19. The term of this Agreement will commence as of the date hereof and is perpetual.

**Termination**

20. This Agreement will be terminated and the Assignment forfeited where the Assignee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied in thirty (30) days of notice. On termination of this Agreement for any reason, the Assignee will promptly destroy the Technology or return the Technology to the Assignor, as specified by Assignor.

21. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Assignee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature (iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Assignor;

#### **Force Majeure**

22. The Assignor will be free of liability to the Assignee where the Assignor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Assignor has taken any and all appropriate action to mitigate such an event.

#### **Governing Law**

23. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom.

#### **Miscellaneous**

24. This Agreement can only be modified in writing signed by both the Assignor and the Assignee.

25. This Agreement does not create or imply any relationship in agency or partnership between the Assignor and the Assignee or with the Developer.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Assignor's successors and assigns.

**Notices**

30. All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of April, 2019.

**Mohammed Zulfiquar**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

**Sensortecnic IP, Inc.**

Per: \_\_\_\_\_  
Richard Drake, Director

**Datatecnics Corporation, Ltd.:**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

## Exhibit A

### TRL (Technology Readiness Level)

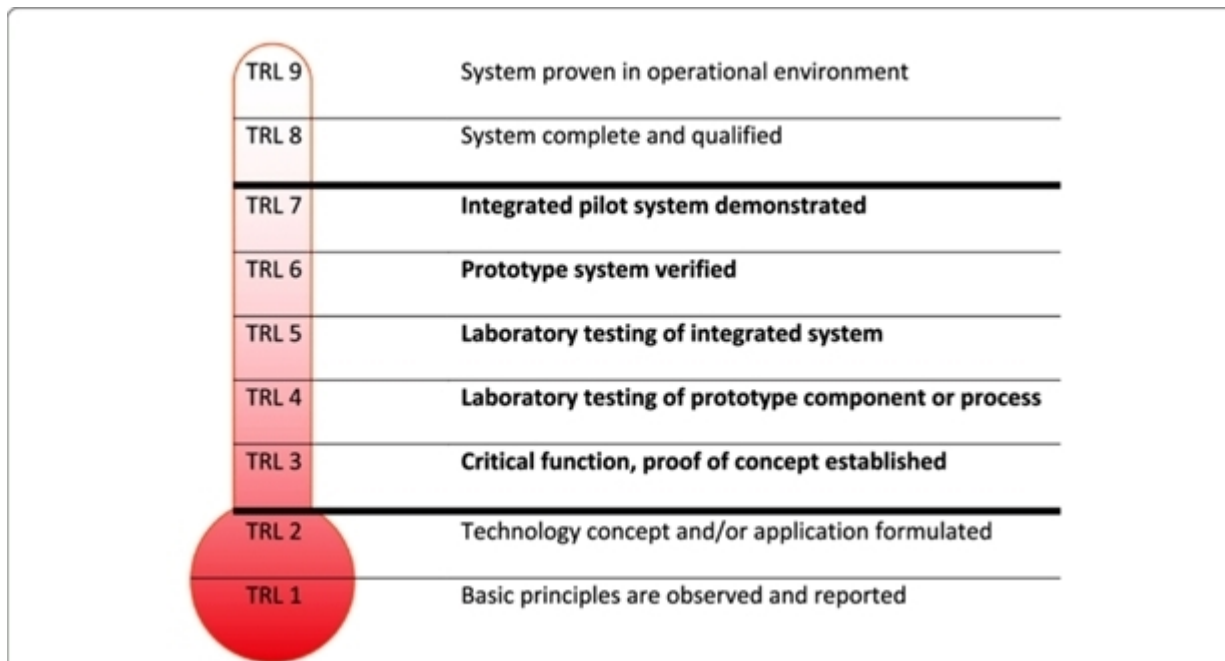
#### For System 10 Current status.

- Sensors TRL 3-4
- Completed system TRL 1

#### Technology Readiness Level (Explained)

Technology Readiness Levels (TRL) are a type of measurement system used to assess the maturity level of a particular technology. Each technology project is evaluated against the parameters for each technology level and is then assigned a TRL rating based on the projects progress. There are nine technology readiness levels. TRL 1 is the lowest and TRL 9 is the highest.

When a technology is at TRL 1, scientific research is beginning and those results are being translated into future research and development. TRL 2 occurs once the basic principles have been studied and practical applications can be applied to those initial findings. TRL 2 technology is very speculative, as there is little to no experimental proof of concept for the technology.



When active research and design begin, a technology is elevated to TRL 3. Generally, both analytical and laboratory studies are required at this level to see if a technology is viable and ready to proceed further through the development process. Often during TRL 3, a proof-of-concept model is constructed.

Once the proof-of-concept technology is ready, the technology advances to TRL 4. During TRL 4, multiple component pieces are tested with one another. TRL 5 is a continuation of TRL 4, however, a technology that is at 5 is identified as a breadboard technology and must undergo more rigorous testing than technology that is only at TRL 4. Simulations should be run in environments that are as close to realistic as possible. Once the testing of TRL 5 is complete, a technology may advance to TRL 6. A TRL 6 technology has a fully functional prototype or representational model.



TRL 7 technology requires that the working model or prototype be demonstrated in a space environment. TRL 8 technology has been tested and "flight qualified" and it's ready for implementation into an already existing technology or technology system. Once a technology has been "flight proven" during a successful mission, it can be called TRL 9.

## **Technical R&D and Product Development Standards**

We have designed our technologies to NASA research standards.

Product development standards are based on the EVT, DVT, PVT framework.

### **- Engineering Verification Testing (EVT)**

- o Engineering Verification Testing (EVT) is a specific product verification test performed on prototypes to verify the design meets desired product specifications and performance. EVT consists of basic functional tests, parametric measurements and specification verification.
- o Percept offers Quick Design Verification Tests (Q-DVT) for a fast, first look that helps uncover high impact design weaknesses early in the product development cycle. The Q-DVT is especially useful in rapid prototyping or quick response products for which EVT or DVT is not feasible. Q-DVT is a reliability risk assessment tool that can locate weaknesses and recommend potential changes to improve the product. Q-DVT includes an operational temperature test, an operational vibration test, and an Electro-Static Discharge

### **- Design Verification Testing (DVT)**

- o After prototyping, the product is moved to the next phase of the design cycle: Design Refinement. Engineers revise and improve the design to meet performance and design requirements and specifications. Design Verification Testing (DVT) is specific product verification tests performed to deliver objective, comprehensive testing verifying the following:
  - o All products specifications
  - o Interface standards
  - o OEM requirements
  - o Diagnostic commands

### **- DVT is an intensive testing program consisting of five areas of testing:**

- o Functional Testing (including usability)
- o Performance Testing
- o Environmental Testing
- o Product Reliability Testing
- o Product Regulatory Compliance Testing

## **Exhibit B**

### **Re Update of Patents, drafting**

Full details can be provided upon request

### **Total Patents – 1**

- In design to follow approx. between 5

**Stage 1-** UK PCT GB

**Stage 2-** USPTO

**Geographical:** Global

**Technology Assignment Agreement**

**Border Sense**

**Between**

**Mohammed Zulfiquar, Assignor**

**&**

**Sensortecnic IP Inc, Assignee**

with collateral components including the availability of research and development and a limited license from  
Datatecnics Corporation, Ltd., As the Developer



## TECHNOLOGY ASSIGNMENT AGREEMENT

**THIS TECHNOLOGY ASSIGNMENT AGREEMENT** (the “Agreement”), is effective as of March 22, 2019

### **BETWEEN:**

Mr. Mohammed Zulfiqar of 35 Elmdon Rd Selly Park, Birmingham B29 7LF, United Kingdom (the “Assignor”)

- AND -

Sensortecnic IP, Inc. a Nevada Corporation of 50W Liberty St, Suite 880, Reno, NV 89501 (wholly-owned subsidiary of Sensortecnic, Inc.)  
(the “Assignee”)

- AND -

Datatecnic Corporation, Ltd. of 36 Calthorpe Road, Edgbaston, Birmingham, B15 1TS United Kingdom (the “Developer”)

### **BACKGROUND:**

WHEREAS, the Assignor wishes to assign a certain partially developed set of technologies, in need of further development work, Border Sense, further disclosed and set forth in Exhibit A hereto (the “Technology” or “Border Sense” or “Smart Digital Barrier”) to the Assignee and the Assignee desires to use the Technology Assignment in accordance with the terms and conditions stated below.

WHEREAS, Border Sense is a smart wall with inbuilt technology, including, in particular, for safeguarding country borders, prison perimeter walls or temporary walls for the US military when it goes to war need to construct adequate temporary housing facilities, generally known as a base or compound (depending on size).

WHEREAS, the Border Sense solution offers the United States Government a sophisticated method to protect its borders far beyond the capabilities of a basic “wall.” Most significantly, the parties seek to enable the United States Government a cost-effective method to build the Border Sense System and innovative mechanisms to recover initial costs to ultimately cost the US taxpayer very little to nothing. For the United States Government, the Technology enables the parties to design a completely novel framework for a resilient low-cost Smart Digital Barrier to solve an age-old problem and resolve an important political issue, employing innovative technologies coupled with reconfigured and optimized existing security systems.

WHEREAS, the Assignor believes that the Technology is significantly more advanced than any “wall” proposed so far to the United States Government and will provide a more sophisticated, politically acceptable and humane method of securing the United States borders, and that of other countries, all while making it virtually impossible, if not impossible, to have anyone cross such a border undetected.

WHEREAS, the Assignor has developed the Technology which is a unique and smart high-tech solution for the protection of a country’s border or any other perimeter, through the use of intelligent technologies.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have utilized the **Internet Of Things** (IOT) and pioneered smart sensor technologies, whose core competency is innovative design and technological, robust solutions for complex scientific and industrial problems, including as applied to Smart Digital Barrier.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, have already developed a number of ground-breaking products focused on key issues affecting the energy, water, environment and infrastructure sectors, solving problems previously considered insurmountable, which has enabled them to win several prestigious awards as well as considerable interest from major corporations.

WHEREAS, the Assignor and the Developer, including through their respective affiliates and principals, will remain independent with a laser-focus on realizing its vision of delivering smart, cost-effective solutions for its partners, including the Assignee.

WHEREAS, a part of the Technology, employs the use of the Assignor’s lead product, Datatecnics Corporation, Ltd., CIPPS® (Critical Infrastructure Pipeline Protection System), previously assigned to the Developer, which is currently undergoing further product-development from a technology status to product in partnership with United Utilities, UK’s leading water services company, Radius Pipes, a leading pipeline manufacture and CPI (Centre for Process Innovation) a government funded R&D facility with almost 1000 scientists and experts in OPE (Organic Printed Electronics), all of which and all of whom will be available with regard to the development of the Technology, including the Assignor, as this Assignment contemplates the engagement of the services of the Developer, Datatecnics Corporation, Ltd., for the further development of the Technology, including with the use of CIPPS® and of CIPS™, in connection with the Technology.

WHEREAS, the Developer, Datatecnics Corporation Ltd., in partnership with its customer, United Utilities is further developing and implementing CIPPS®, as a finished product, *i.e.* smart micro sensors embedded within the pipeline walls, replacing its infrastructure of existing pipes in the United Kingdom, using CIPPS® smart pipes. This project is supported with partial funding from Innovate UK, a UK government body which supports disruptive innovation. The production collaboration partners are, Datatecnics Corporation Ltd (the lead), Radius Systems (partner) and CPI (Centre for Process Innovation) based in Teesside UK (the contractor).

WHEREAS, Datatecnics was the first company to file for patents for “intelligent” pipes through the use of printed electronics with nano/micro sensors embedded within pipeline walls for monitoring pipeline integrity. CIPPS® technology. CIPPS® technology facilitates the transformation of dumb, inert plastic or metal surfaces into completely intelligent autonomous self-thinking systems, susceptible to monitoring. A self-managing predictive asset management system, CIPPS® is designed to predict failure-point in advance to maintain operational resiliency.

WHEREAS, the Assignor and Datatecnics Corporation, Ltd., a company controlled by the Assignor, have received several prestigious awards for innovation and contribution to industry. CIPPS® sensor technologies has taken Datatecnics Corporation, Ltd. almost 7 years to develop. Now, in partnership with UK’s largest water utility operator and collaboration with Radius Systems a leading pipe manufacture the end product is being developed for launch to the global market in 2020.

WHEREAS, Datatecnics Corporation, Ltd. has been partnering with the following entities in the further development of CIPPS®:

1. **Innovate UK** is the part of UK government body that provides funding through grants for specialized projects. They have awarded us a grant for this project.
2. **United Utilities** are the UK’s largest water company, they are our first major customer and support partner. We have already completed extensive live field tests with them last year.
3. **Radius Pipes** are a leading global pipe manufacturer, they are one of our project collaboration partners, we will give the finished CIPPS sensors, they will then embed them within the pipes to make the finished product.
4. **CPI** is a UK Government funded R&D facility that specializes in PE (Printed Electronics), this is where we do our R&D and product development. CPI has dedicated a portion of its facility for the Developer’s endeavors.

WHEREAS, this Assignment contemplates a limited license for CIPPS® and for CIPS™, from the Developer, Datatecnics Corporation, Ltd., in connection with the exploitation of the Technology for sub component IP that has been tailored for smart wall applications for sensing of physical or digital breaches.

### **CIPPS & CIPS explained**

1. **CIPPS®** (Critical Infrastructure Pipeline Protection System) for Pipelines Only, *Datatecnics Corporation, Ltd.*
2. **CIPS™** (Critical Infrastructure Protection System) for IOT applications, everything other than Pipes. *(This is used as a part of the Technology.)*

WHEREAS, the Smart Digital Barrier, as currently conceived can be further described as follows:

- **Border Sense– The Smart Component of the Smart Digital Barrier**
  - o Border Sense is a completely intelligent autonomous wall with inbuilt array of smart sensors which can monitor the entire surface in real time and provide meaningful real-time information.
  - o The top panels will be imbedded with micro touch sensors on polyethylene terephthalate (**PET**) triggered when physically touched.
  - o This is a matrix of invisible, and not discernible micro sensors.
  - o Border Sense will not require maintenance as this will be digitally protected against failure, damage or physical breaches.
  - o Smart - self managing barrier.
  - o Modular structure easily constructed repaired or upgraded.
  - o Self-powering modules through Thin Film Technology (TFT) photovoltaics.
- **GPR (Ground Penetration Radar)**
  - o GPR sensing across the entire wall integrated within the infrastructure showing any breaches underground such as tunneling.

- **Physical Barrier – The Simple Component of the Smart Digital Barrier**
  - o The Sensortecnic Physical Barrier (the wall) is estimated to cost considerably less than competitor walls as it does not need the height, the thickness or the material intensity. All of its capabilities will instead be enhanced by being linked in with the Sensortecnic Smart Digital Barrier.
  - o The wall would be constructed in smaller modular interchangeable units
    - Steel columns with thin concrete rows.
    - Digital sensors will be embedded at manufacturing.
  
- **The Extra layer**
  - o Embedded within the wall will be a thin layer of graphene film. This super composite is 100 times stronger than steel and more conductive than gold. This will give the wall an inner strengthening of the steel making penetration almost impossible (optional extra)
  
- **Robotics – A sophisticated package of sensors positioned on a smart track.**
  - o A robotic track with smart camera system with facial recognition capabilities will travel across the entire wall length scanning persons of interest within the perimeter mapped zone, facilitating rapid response. This is not available with currently contemplated alternative proposals.
  - o Modular units positioned at central points will ensure real-time coverage of entire length, again for rapid response.
  - o The intelligent camera system will record biometric data of persons of interest which is then fed directly to central servers - Homeland Security or military as applicable to use.
  - o Software algorithms will be specially developed into clean data which can then integrate with other US databases and with our allies to identify, monitor and track any person of interest picked up on sensors.
  - o Virtual wall sub sections specifically tailored where installing a physical wall is simply not feasible.

- **Drone Lock**
  - o Portable drones situated at strategic points will be connected digitally. These are autonomous vehicles which will be activated as and when required to track persons of interest.
  - o Data will be immediately and automatically transmitted to central control.
  - o Drones will return to their secure self-charging stations automatically.
  
- **Big Data**
  - o Specially designed software using AI (artificial intelligence)
  - o ML (Machine Learning)
  - o Seamless interface into immigration and police database systems, within bespoke parameters.
  
- **Border Police Notification System**
  - o The system will monitor a range of critical data sets which will be transmitted in real time to different authorities, as predetermined.
  
- Any potential breach of the barrier will send real time data with location information and images, including to the nearest border police unit. Low cost scalable TFT (thin film technology) sensors
- Robotics based AV
- Smart Drone tracking
- Fully upgradable
- Inbuilt multi-layered cyber-attack protocols.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

**Assignment**

2. Under this Agreement the Assignor conveys all rights, title and interest to the Assignee (the "Assignment") to the several technologies set forth in the attached Exhibit A which technologies were developed by the Assignor (the "Technology").

3. "Technology" includes the know-how, the blueprints, the mix of technologies including photonics (optical laser), PE (printed sensors on a PE substrate or other, software algorithm (the protected software formulae), and other sub parts including executable Nano sensors and MEMS sensors, and any related printed, electronic and online documentation and any other files that may accompany the product, as further described in the attached Exhibit A.

4. Title, copyright, intellectual property rights and distribution rights of the Technology remain exclusively with the Assignor. Intellectual property rights include the look and feel of the Technology. This Agreement constitutes a transfer of ownership rights to the Technology.

5. The Technology may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

6. Failure to comply with any of the terms under the Assignment section will be considered a material breach of this Agreement.

7. Insolvency of the Assignee bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws arising out of its inability to meet its financial obligations, or fails to make any payment required by this Agreement within thirty (30) days of its due date, following notice will be considered a material breach of this Agreement.

**Assignment Fee and Related Required Costs**

8. The Assignment fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be an initial \$100, plus an annual maintenance fee of \$10,000, plus 1% of all sales or revenues (the "Percentage Royalty") achieved by the Assignee as a result of the use of the Technology; provided however, that the Assignee shall have the option to eliminate the Percentage Royalty by paying \$2,500,000, 50% of which would be paid following the closing of the offering pursuant to the Regulation A filing contemplated by the Assignee and the other 50% six months after commencing marketing of any underlying product (the "Percentage Royalty Buyout"). In the absence of any Percentage Royalty Buyout, payment of the annual maintenance fee will be on January 2 of each year following the execution of this Agreement; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter.

9. In addition, the Assignee, will be able to engage the services of the Developer, at the Developer's cost +5%, for ongoing research and development, as set forth in Exhibit B, for delivering the Border Sense (technologies) from a Border Sense integrated system CIPS™ (Critical TFT (Thin Film Technology)) Sensor platform to TRL level 6 "**Prototype System Verified**". This research and development will enable the Assignee to integrate the IP directly into its customers' blueprint end user design document. This will cover TRL level 7-9. In the alternative, at a smaller total cost, a scaled-back version to TRL level 3, would be accomplished by engaging the services of the Developer.

10. In addition, the Assignee shall pay to Datatecnics Corporation, Ltd., in its capacity as the licensor of CIPS™, and to the limited extent necessary in connection with the potential use of the Technology in accordance with the terms hereof, CIPPS®, 1% of all sales or revenues achieved by the Assignee. This percentage royalty shall be paid to Datatecnics Corporation, Ltd. for the use, or possible use, of CIPS™ and/or CIPPS®, directly or indirectly, irrespective of any actual use thereof. Payment of this royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Assignee has other licenses or assignments of other technologies from the Assignor for the use, or possible use, of CIPS™ and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Assignee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPS™ and/or CIPPS®.

11. In Addition, the TRL technology deliverable under the agreement includes IP updates as per Exhibit B.

**Limitation of Liability**

12. The Technology is provided by the Assignor and accepted by the Assignee "as is". Liability of the Assignor will be limited to a maximum of the original purchase price of the Technology. The Assignor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Assignee arising out of the use or failure to use the Technology.

13. The Assignor makes no warranty expressed or implied regarding the fitness of the Technology for a particular purpose or that the Technology will be suitable or appropriate for the specific requirements of the Assignee.



14. The Assignor does not warrant that use of the Technology will be uninterrupted or error-free. The Assignee accepts that Technology in general is prone to bugs and flaws within an acceptable level as determined in the industry.

#### **Warranties and Representations**

15. The Assignor warrants and represents that it is the copyright holder and sole owner of the Technology. The Assignor warrants and represents that granting the Assignment to use this Technology is not in violation of any other agreement, copyright or applicable statute and that the Assignor has the right to make this Assignment.

#### **Acceptance**

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Assignee (“Acceptance”) upon execution of this Agreement.

17. Any new patents or intellectual property rights developed by the Assignor, shall be the subject matter of a separate agreement, if at all.

#### **User Support**

18. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

#### **Term**

19. The term of this Agreement will commence as of the date hereof and is perpetual.

#### **Termination**

20. This Agreement will be terminated and the Assignment forfeited where the Assignee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied within thirty (30) days of notice. On termination of this Agreement for any reason, the Assignee will promptly destroy the Technology or return the Technology to the Assignor, as specified by Assignor.

21. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Assignee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature (iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Assignor;

**Force Majeure**

22. The Assignor will be free of liability to the Assignee where the Assignor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Assignor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

23. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom.

**Miscellaneous**

24. This Agreement can only be modified in writing signed by both the Assignor and the Assignee.

25. This Agreement does not create or imply any relationship in agency or partnership between the Assignor and the Assignee or with the Developer.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Assignor's successors and assigns.

**Notices**

30. All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of March, 2019.

**Mohammed Zulfiqar**

Per: \_\_\_\_\_  
Mohammed Zulfiqar

**Sensortecnic IP, Inc.**

Per: \_\_\_\_\_  
Richard Drake, Director

**Datatecnics Corporation, Ltd.:**

Per: \_\_\_\_\_  
Mohammed Zulfiqar

## Exhibit A

### TRL (Technology Readiness Level)

#### For Border Sense

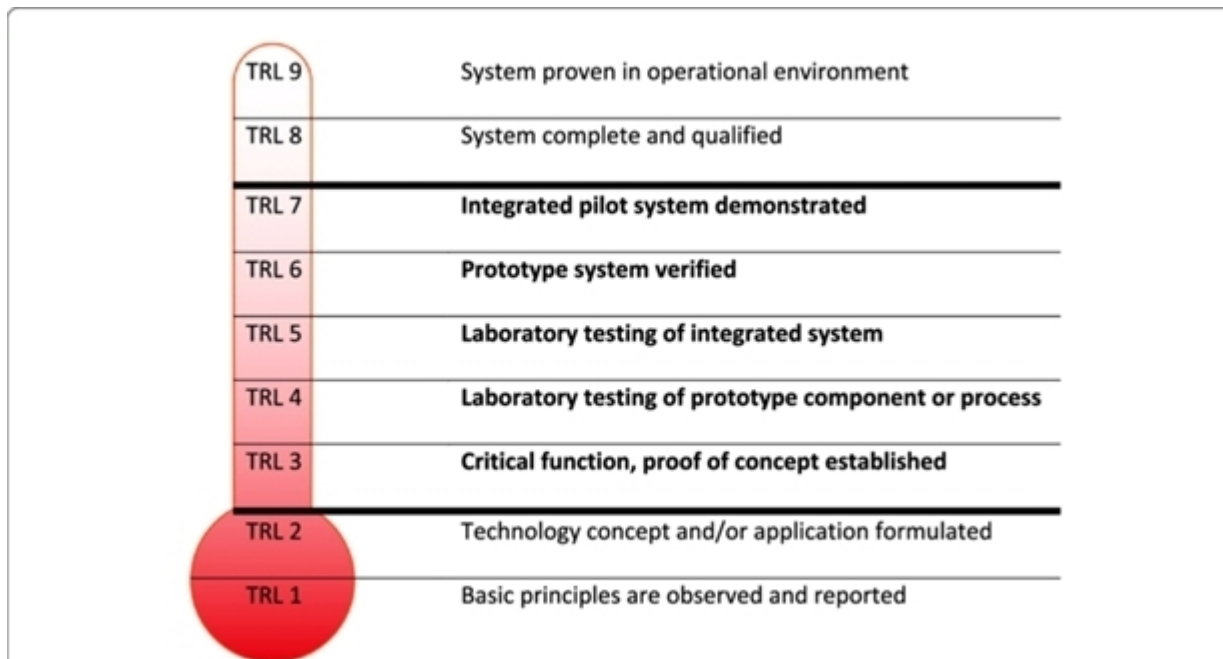
##### Current status.

- *Sensors TRL 6*
- *Completed system TRL 2*

##### Technology Readiness Level (Explained)

Technology Readiness Levels (TRL) are a type of measurement system used to assess the maturity level of a particular technology. Each technology project is evaluated against the parameters for each technology level and is then assigned a TRL rating based on the projects progress. There are nine technology readiness levels. TRL 1 is the lowest and TRL 9 is the highest.

When a technology is at TRL 1, scientific research is beginning and those results are being translated into future research and development. TRL 2 occurs once the basic principles have been studied and practical applications can be applied to those initial findings. TRL 2 technology is very speculative, as there is little to no experimental proof of concept for the technology.



When active research and design begin, a technology is elevated to TRL 3. Generally, both analytical and laboratory studies are required at this level to see if a technology is viable and ready to proceed further through the development process. Often during TRL 3, a proof-of-concept model is constructed.

Once the proof-of-concept technology is ready, the technology advances to TRL 4. During TRL 4, multiple component pieces are tested with one another. TRL 5 is a continuation of TRL 4, however, a technology that is at 5 is identified as a breadboard technology and must undergo more rigorous testing than technology that is only at TRL 4. Simulations should be run in environments that are as close to realistic as possible. Once the testing of TRL 5 is complete, a technology may advance to TRL 6. A TRL 6 technology has a fully functional prototype or representational model.

TRL 7 technology requires that the working model or prototype be demonstrated in a space environment. TRL 8 technology has been tested and “flight qualified” and it’s ready for implementation into an already existing technology or technology system. Once a technology has been “flight proven” during a successful mission, it can be called TRL 9.

## Technical R&D and Product Development Standards

We have designed our technologies to NASA research standards.

Product development standards are based on the EVT, DVT, PVT framework.

- **Engineering Verification Testing (EVT)**
  - 
  - o Engineering Verification Testing (EVT) is a specific product verification test performed on prototypes to verify the design meets desired product specifications and performance. EVT consists of basic functional tests, parametric measurements and specification verification.
  - o Percept offers Quick Design Verification Tests (Q-DVT) for a fast, first look that helps uncover high impact design weaknesses early in the product development cycle. The Q-DVT is especially useful in rapid prototyping or quick response products for which EVT or DVT is not feasible. Q-DVT is a reliability risk assessment tool that can locate weaknesses and recommend potential changes to improve the product. Q-DVT includes an operational temperature test, an operational vibration test, and an Electro-Static Discharge
- **Design Verification Testing (DVT)**
  - o After prototyping, the product is moved to the next phase of the design cycle: Design Refinement. Engineers revise and improve the design to meet performance and design requirements and specifications. Design Verification Testing (DVT) is specific product verification tests performed to deliver objective, comprehensive testing verifying the following:
    - o All products specifications
    - o Interface standards
    - o OEM requirements
    - o Diagnostic commands
- **DVT is an intensive testing program consisting of five areas of testing:**
  - o Functional Testing (including usability)
  - o Performance Testing
  - o Environmental Testing
  - o Product Reliability Testing
  - o Product Regulatory Compliance Testing
- **Process (or Pilot) Verification Testing (PVT)**
  - o When the product moves to production phase, the Process (or Pilot) Verification Test (PVT) is used. The PVT is a subset of the Design Verification Test (DVT) performed on pre-production or production units. The purpose is to verify the design has been correctly implemented into production.

## Exhibit B

### Re Update of Patents, drafting and submitting of further patents for Border Sense

Within the assignment agreement the assignor will include-

- Complete all responses to examiners questions including edits, and changes to the Patent until fully granted or maximum period of 4 years
- Draft and file ongoing sub patents for the Border senses patent portfolio, we estimate a further 7 patents will be drafted.
- The patents are drafted by Dr Ben Appleton, Patent attorney, Wilson Gunn IP attorneys. A well-respected International IP law firm.
- We will pay for all above costs

### Border Sense Patent Status.

**Channel Green Fastrack (this means the patent can fully granted within 1- 2 years instead of 4 years.**

**Total Patents Filed – 3**

- In design to follow approx. 7

**Stage 1-** UK PCT GB

**Stage 2-** USPTO

**Geographical:** Global

#### Patent 1

Title – Photonics (optical sensing)

#### Patent 2

Title – Sensing and Data Capture

#### Patent 3.

Title- Underground Sensing

Patents will be provided with 14 days when received from the patent office. Verification available from Wilson Gunn attorneys

**Technology License Agreement**

**Cybersoft - File Tracker**

**Between**

**Mohammed Zulfiqar, Licensor**

**&**

**Sensortecnic IP Inc, Licensee**

with collateral components including the availability of research and development and a limited license from Datatecnics Corporation, Ltd., as the Developer

Page 1 of 10

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**TECHNOLOGY LICENSE AGREEMENT**

**THIS TECHNOLOGY LICENSE AGREEMENT** (the “Agreement”), is effective as of March 22, 2019

**BETWEEN:**

Mr. Mohammed Zulfiqar of 35 Elmdon Rd Selly Park, Birmingham B29 7LF, United Kingdom (the “Licensor”)

- AND -

Sensortecnic IP, Inc. a Nevada Corporation of 50W Liberty St, Suite 880, Reno, NV 89501 (wholly-owned subsidiary of Sensortecnic, Inc.)  
(the “Licensee”)

- AND -

Datatecnics Corporation, Ltd. of 36 Calthorpe Road, Edgbaston, Birmingham, B15 1TS United Kingdom (the “Developer”)

**BACKGROUND:**

WHEREAS, the Licensor wishes to assign to the Licensee, a certain partially developed set of technologies, in need of further development work, Cybersoft - File Tracker, further disclosed and set forth in Exhibit A hereto (the “Technology” or “Cybersoft - File Tracker” or “File Tracker”) and the Licensee desires to use the Technology License in accordance with the terms and conditions stated below.

WHEREAS, Cybersoft - File Tracker is a file tracking software enabling the send, track, recall or destruct files when emailed to third party. Data file abuse is major problem when the owner sends valuable documents to the recipient in confidence. The recipient then forwards those files to other parties without permission. File Tracker will stop this as it triggers an alert if the file is forwarded to non-authorized third party, the owner can then decide to recall or destruct that file. This is major achievement in the data breach and security market.

WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, have utilized the Internet Of Things (IOT) and pioneered smart sensor technologies, whose core competency is innovative design and technological, robust solutions for complex scientific and industrial problems, including as applied to File Tracker.





WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, have already developed a number of ground-breaking products focused on key issues affecting the energy, water, environment and infrastructure sectors, solving problems previously considered insurmountable, which has enabled them to win several prestigious awards as well as considerable interest from major corporations.

WHEREAS, the Licensor and the Developer, including through their respective affiliates and principals, will remain independent with a laser-focus on realizing its vision of delivering smart, cost-effective solutions for its partners, including the Licensee.

WHEREAS, a part of the Technology, employs the use of the Licensor's lead product, Datatecnics Corporation, Ltd., CIPPS® (Critical Infrastructure Pipeline Protection System), previously assigned to the Developer, which is currently undergoing further product development from a technology status to product in partnership with United Utilities, UK's leading water services company, Radius Pipes, a leading pipeline manufacture and CPI (Centre for Process Innovation) a government funded R&D facility with almost 1000 scientists and experts in OPE (Organic Printed Electronics), all of which and all of whom will be available with regard to the development of the Technology, including the Licensor, as this License contemplates the engagement of the services of the Developer, Datatecnics Corporation, Ltd., for the further development of the Technology, including with the use of CIPPS® and of CIPS™, in connection with the Technology.

WHEREAS, the Developer, Datatecnics Corporation Ltd., in partnership with its customer, United Utilities is further developing and implementing CIPPS®, as a finished product, *i.e.* smart micro sensors embedded within the pipeline walls, replacing its infrastructure of existing pipes in the United Kingdom, using CIPPS® smart pipes. This project is supported with partial funding from Innovate UK, a UK government body which supports disruptive innovation. The production collaboration partners are, Datatecnics Corporation Ltd (the lead), Radius Systems (partner) and CPI (Centre for Process Innovation) based in Teesside UK (the contractor).

WHEREAS, Datatecnics was the first company to file for patents for "intelligent" pipes through the use of printed electronics with nano/micro sensors embedded within pipeline walls for monitoring pipeline integrity. Product CIPPS® technology. CIPPS® technology facilitates the transformation of dumb, inert plastic or metal surfaces into completely intelligent autonomous self-thinking systems, susceptible to monitoring. A self-managing predictive asset management system, CIPPS® designed to predict failure-point in advance to maintain operational resiliency.

WHEREAS, the Licensor and Datatecnics Corporation, Ltd., a company controlled by the Licensor, have received several prestigious awards for innovation and contribution to industry. CIPPS® sensor technologies has taken Datatecnics Corporation, Ltd. almost 7 years to develop. Now, in partnership with UK's largest water utility operator and collaboration with Radius Systems a leading pipe manufacture the end product is being developed for launch to the global market in 2020.

WHEREAS, Datatecnics Corporation, Ltd. has been partnering with the following entities in the further development of CIPPS®:

1. **Innovate UK** is the part of UK government body that provides funding through grants for specialized projects. They have awarded us a grant for this project.
2. **United Utilities** are the UK's largest water company, they are our first major customer and support partner. We have already completed extensive live field tests with them last year.
3. **Radius Pipes** are a leading global pipe manufacturer, they are one of our project collaboration partners, we will give them the finished CIPPS sensors, they will then embed them within the pipes to make the finished product.
4. **CPI** is a UK Government funded R&D facility that specializes in PE (Printed Electronics), this is where we do our R&D and product development. CPI has dedicated a portion of its facility for the Developer's endeavors.

WHEREAS, this License contemplates a limited, at most, license for CIPPS® and for CIPSTM™, from the Developer, Datatecnics Corporation, Ltd., in connection with the exploitation of the Technology for sub component IP that has been tailored for smart wall applications for sensing of physical or digital breaches.

#### **CIPPS & CIPS explained**

1. **CIPPS®** (Critical Infrastructure Pipeline Protection System) for Pipelines Only, *Datatecnics Corporation, Ltd.*
2. **CIPSTM™** (Critical Infrastructure Protection System) for IOT applications, everything other than Pipes. *(This is used as a part of the Technology.)*

WHEREAS, the Cybersoft - File Tracker, as currently conceived can be further described as follows:

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### **Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

### **License**

2. Under this Agreement the Licensor conveys all rights, title and interest to the Licensee (the "License") to the several technologies set forth in the attached Exhibit A which technologies were developed by the Licensor (the "Technology"), but limited to use in North America.

3. "Technology" includes the know-how, the blueprints, the mix of technologies including photonics (optical laser), PE (printed sensors on a PE substrate or other, software algorithm ( the protected software formulae), and other sub parts including executable Nano sensors and MEMS sensors, and any related printed, electronic and online documentation and any other files that may accompany the product, as further described in the attached Exhibit A.

4. Title, copyright, intellectual property rights and distribution rights of the Technology remain exclusively with the Licensor. Intellectual property rights include the look and feel of the Technology. This Agreement constitutes a conveyance of exclusive rights to the Technology, but limited to use in North America.

5. The Technology may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

6. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

7. Insolvency of the Licensee bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws arising out of its inability to meet its financial obligations, or fails to make any payment required by this Agreement within thirty (30) days of its due date, following notice will be considered a material breach of this Agreement.

### **License Fee and Related Required Costs**

8. The License fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be an initial \$100, plus an annual maintenance fee of \$10,000, plus 1% of all sales or revenues (the "Percentage Royalty") achieved by the Licensee as a result of the use of the Technology; provided however, that the Licensee shall have the option to eliminate the Percentage Royalty by paying \$1,175,000, 50% of which would be paid following the closing of the offering pursuant to the Regulation A filing contemplated by the Licensee and the other 50% six months after commencing marketing of any underlying product (the "Percentage Royalty Buyout"). In the absence of any Percentage Royalty Buyout, payment of the annual maintenance fee will be on January 1 of each year following the execution of this Agreement; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter.

9. In addition, the Licensee, will be able to engage the services of the Developer, at the Developer's cost +5%, for ongoing research and development, as set forth in Exhibit B, for delivering the Cybersoft - File Tracker (technologies) from a Cybersoft - File Tracker integrated system CIPS™ (Critical TFT (Thin Film Technology)) Sensor platform to TRL level 6 "**Prototype System Verified**". This research and development will enable the Licensee to integrate the IP directly into its customers' blueprint end user design document. This will cover TRL level 7-9. In the alternative, at a smaller total cost, a scaled-back version to TRL level 3, would be accomplished by engaging the services of the Developer.

10. In addition, the Licensee shall pay to Datatecnics Corporation, Ltd., in its capacity as the licensor of CIPS™, and to the limited extent necessary in connection with the potential use of the Technology in accordance with the terms hereof, CIPPS®, 1% of all sales or revenues achieved by the Licensee. This percentage royalty shall be paid to Datatecnics Corporation, Ltd. for the use, or possible use, of CIPS™ and/or CIPPS®, directly or indirectly, irrespective of any actual use thereof. Payment of this royalty shall be made quarterly, within 15 days of the end of each calendar quarter. Recognizing that the Licensee has other licenses or assignments of other technologies from the Licensor for the use, or possible use, of CIPS™ and/or CIPPS®, the 1% fee payable to Datatecnics Corporation, Ltd., in connection therewith, shall remain at 1% of all sales or revenues achieved by the Licensee despite the number of separate technologies for which this limited license is made. There is no additional compensation for each such use, or possible use, of CIPS™ and/or CIPPS®.

11. In Addition, the TRL technology deliverable the agreement includes IP updates as per Exhibit B.

**Limitation of Liability**

12. The Technology is provided by the Licensor and accepted by the Licensee "as is". Liability of the Licensor will be limited to a maximum of the original purchase price of the Technology. The Licensor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Technology.

13. The Licensor makes no warranty expressed or implied regarding the fitness of the Technology for a particular purpose or that the Technology will be suitable or appropriate for the specific requirements of the Licensee.

14. The Licensor does not warrant that use of the Technology will be uninterrupted or error-free. The Licensee accepts that Technology in general is prone to bugs and flaws within an acceptable level as determined in the industry.

**Warranties and Representations**

15. The Licensor warrants and represents that it is the copyright holder and sole owner of the Technology. The Licensor warrants and represents that granting the License to use this Technology is not in violation of any other agreement, copyright or applicable statute and that the Licensor has the right to make this license.

**Acceptance**

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee (“Acceptance”) upon execution of this Agreement.

17. Any new patents or intellectual property rights developed by the Licensor, shall be the subject matter of a separate agreement, if at all.

**User Support**

18. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

**Term**

19. The term of this Agreement will commence as of the date hereof and is perpetual.

**Termination**

20. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied in thirty (30) days of notice. On termination of this Agreement for any reason, the Licensee will promptly destroy the Technology or return the Technology to the Licensor, as specified by Licensor.

21. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Licensee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general license for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Licensor;

**Force Majeure**

22. The Licensor will be free of liability to the Licensee where the Licensor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Licensor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

23. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom.

**Miscellaneous**

24. This Agreement can only be modified in writing signed by both the Licensor and the Licensee.

25. This Agreement does not create or imply any relationship in agency or partnership between the Licensor and the Licensee or with the Developer.

26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Licensor's successors and assigns.

**Notices**

30. All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of April, 2019.

**Mohammed Zulfiquar**

**Sensortecnic IP, Inc.**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

Per: \_\_\_\_\_  
Richard Drake, Director

**Datatecnics Corporation, Ltd.:**

Per: \_\_\_\_\_  
Mohammed Zulfiquar



## Exhibit A

### **Current status.**

Software developed ready to be tested in large scale environment before final tests for commercialization.

### **Re Update of Patents information:**

New patents in progress. Please note, as a general rule software cannot be patent protected, only the know-how and the formulae known as the “algorithm” can be patent protected. This is in process.

**Technology Transfer and Agreement**

**Border Sense,  
Intelliclad - Smart Buildings  
Cybersoft - File Tracker  
System 10 Water Purification System and Ebox**

**Between**

**Sensortecnic IP Inc, Assignor**

**&**

**Sensortecnic Inc, Assignee**

with collateral components including the availability of research and development and the limited license from  
Datatecnics Corporation, Ltd.

## TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (the "Agreement"), is effective as of April 1, 2019.

### BETWEEN:

Sensortecnic Inc. a Colorado Corporation of 1001 Grand Ave. Suite 207, Glenwood Springs, CO 81602 (the parent corporation to Sensortecnic IP Inc.) (the "Assignor")

- AND -

Sensortecnic IP Inc. a Colorado Corporation of 1001 Grand Ave. Suite 207, Glenwood Springs, CO 81602 (wholly-owned subsidiary of Sensortecnic Inc.) (the "Assignee")

### BACKGROUND:

WHEREAS, having been the Assignee or Licensee with regard to each of the **Border Sense, Intelliclad - Smart Buildings, Cybersoft - File Tracker, System 10 Water Purification System and Ebox (collectively referred to herein as the "Technologies")**, Assignor wishes to assign the Technologies, further disclosed and set forth in the original assignment or license, as the case may be, to each such Technology (which assignments and licenses are attached hereto as Exhibit A) in accordance with the terms and conditions stated below and consistent with the original assignment or license to the Assignor, the terms and conditions of which are incorporated herein by this reference.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Incorporation by Reference**

1. The foregoing is incorporated herein by this reference as though fully restated.

**Assignment**

2. Under this Agreement the Assignor conveys all of the Assignor's rights, title and interest to the Assignee (the "Assignment") to the several Technologies set forth in the attached Exhibit A.

**Assignment Fee and Related Required Costs**

3. The Assignment fee for this Agreement, the Technology, as more fully set forth in Exhibit A, shall be plus 10% of all sales or revenues achieved by the Assignee, directly or indirectly as a result of the use of the Technology; payment of the Percentage Royalty shall be made quarterly, within 15 days of the end of each calendar quarter.

**Acceptance**

4. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Assignee ("Acceptance") upon execution of this Agreement.

5. Any new patents or intellectual property rights developed by the Assignor, shall be the subject matter of a separate agreement, if at all.

**User Support**

6. No user support or maintenance is provided as part of this Agreement, except as provided for herein.

**Term**

7. The term of this Agreement will commence as of the date hereof and is perpetual.

**Termination**

8. This Agreement will be terminated and the Assignment forfeited where the Assignee has failed to comply with any of the material terms of this Agreement or is in breach of this Agreement, and not remedied in thirty (30) days of notice. On termination of this Agreement for any reason, the Assignee will promptly destroy the Technology or return the Technology to the Assignor, as specified by Assignor.

9. For this purpose, a breach of this agreement shall include any one or more of the following shall (Events of Default) shall occur if: the Assignee (i) admits in writing its inability to pay its debts generally as they mature; (ii) makes a general assignment for the benefit of creditors; (iii) fails or becomes unable to pay its debts as they mature (iv) is adjudicated a bankrupt or insolvent; (v) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors; (vi) takes advantage of any bankruptcy, insolvency or readjustment of debt law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (vii) applies for or consents to the appointment of a receiver, trustee or liquidation for all or a substantial portion of its assets; (viii) has an involuntary case commenced against it under the Federal bankruptcy laws, which case is not dismissed or stayed within thirty (30) days; or (viii) fails to pay its taxes on a timely basis; (ix) violates any covenant provided for in this Agreement and such violation shall continue unremedied for a period of thirty (30) days following the giving of written notice thereof from the Assignor;

**Force Majeure**

10. The Assignor will be free of liability to the Assignee where the Assignor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Assignor has taken any and all appropriate action to mitigate such an event.

**Governing Law**

11. The Parties to this Agreement submit to the jurisdiction of the courts of the United Kingdom for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the United Kingdom is.

**Miscellaneous**

12. This Agreement can only be modified in writing signed by both the Assignor and the Assignee.

13. This Agreement does not create or imply any relationship in agency or partnership between the Assignor and the Assignee.

14. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

15. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

16. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

17. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Assignor's successors and assigns.

**Notices**

18. All notices to the parties under this Agreement are to be provided at the addresses set forth above, or at such addresses as may be later provided in writing.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Sensortecnic Inc.**

**Sensortecnic IP Inc.**

Per: \_\_\_\_\_  
Mohammed Zulfiquar

Per: \_\_\_\_\_  
Richard Drake, Director

**Exhibit A**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

Sensortecnic Inc.  
Birmingham, United Kingdom

We hereby consent to the inclusion in this Offering Statement on Form 1-A of our report dated June 28, 2019, relating to the financial statements of Sensortecnic Inc. for the period from October 8, 2018 (Inception) to October 31, 2018. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

/s/ Daszkal Bolton LLP

Fort Lauderdale, Florida  
June 28, 2019





**Securities Counselors, Inc.**  
The Securities Professionals  
For Private and Public Issuers, Shareholders and Funding Sources

June 27, 2019

Sensortecnic Inc.  
35 Elmdon Road, Selly Park,  
Birmingham B29 7LF United Kingdom

Gentlemen:

We are acting as counsel to Sensortecnic Inc., a Colorado corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission, under the Securities Act of 1933, as amended, of the Company's Post-Qualification Amendment No. 1 to its Offering Statement on Form 1-A. The Offering Statement covers 8,333,333 shares of the Company's common stock (the "Shares").

In our capacity as such counsel, we have examined and relied upon the originals or copies certified or otherwise identified to our satisfaction, of the Offering Statement, the form of Subscription Agreement and such corporate records, documents, certificates and other agreements and instruments as we have deemed necessary or appropriate to enable us to render the opinions hereinafter expressed.

On the basis of such examination, we are of the opinion that:

1. The Shares have been duly authorized by all necessary corporate action of the Company.
2. When issued and sold by the Company against payment therefor pursuant to the terms of the Subscription Agreement, the Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the use of our name in the Offering Statement and we also consent to the filing of this opinion as an exhibit thereto.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RSG', followed by a long, wavy horizontal line.

Randall S. Goulding  
SECURITIES COUNSELORS, INC.

1333 Sprucewood Deerfield, IL 60015  
Fax: 484-450-5130; Phone: 847.948.5431

Randy@securitiescounselors.net