

ALLFROMAIR®

TECHNOLOGY LICENCE AGREEMENT

STANDARD TEMPLATE – VERSION 1.2 | 2026

Governed by Swedish Law | Confidential

EARLY ADOPTER – FIRST USER FEE

The licensing fees and terms set out in this agreement constitute an exclusive “First User Fee” — a dedicated entry rate for the initial group of partners participating in the industrial integration and commercialisation of ALLFROMAIR® technology.

Deadline: These favourable terms are guaranteed for agreements signed and whose CAPEX Licence Fee has been received by the Licensor no later than 30 June 2026. The Licensor reserves the right to adjust fees and terms from 1 July 2026 to reflect the full commercial value of the technology — without prior notice and without retroactive effect on already concluded agreements.

Early Adopters receive: Fixed 1% CAPEX and 1% OPEX fee rates locked for the full term of the agreement, regardless of future price adjustments.

PARTIES TO THIS AGREEMENT

Role	Details
LICENSOR (Innovator)	Vesa Olavi Lius Independent Innovator & Industrial System Architect 591 39 Motala, Sweden vesa.olavi.lius@allfromair.com www.allfromair.com
LICENSEE (Partner)	[Full company name] [Company registration number] [Address] [E-mail / Contact person]
Agreement date	[YYYY-MM-DD]
Licence type	<input type="checkbox"/> Local/Niche <input type="checkbox"/> Regional/Industrial <input type="checkbox"/> Global/Multinational
Specified technology	<input type="checkbox"/> IRES™ <input type="checkbox"/> HC-AWG™/SuperWheel™ <input type="checkbox"/> HYBRID-X™ <input type="checkbox"/> NG-AWG™ <input type="checkbox"/> SVRU™ <input type="checkbox"/> Full suite (all 5 innovations)

1. DEFINITIONS

In this agreement the following definitions apply:

- “**Technology**” means the patent-pending and/or proprietary innovations specified in Schedule A, including blueprints, calculation models, system architecture and associated know-how.
- “**Patent Applications**” means SE 2530864-4, SE 2530799-2, SE 2530806-5, SE 2530843-8 and SE 2530868-5, and any future applications relating to the Technology.
- “**Licensed Territory**” means the geographic area specified in Schedule B.
- “**CAPEX Licence Fee**” means the one-time technology-transfer fee payable per individual innovation or patent selected in Schedule A. Each innovation selected in Schedule A

constitutes one (1) separate licence unit and requires a separate CAPEX Licence Fee. This fee is separate from and in addition to the ongoing OPEX Fee.

- **“OPEX Fee”** means the ongoing 1% fee calculated on the market value of all water produced and energy generated, as specified in Section 5.2.
- **“Confidential Information”** means all information marked as confidential or which is confidential by nature, including but not limited to software, control code (AI-CORE™) and manufacturing specifications.
- **“Commercial Production”** means the point in time when the Licensee begins delivering products or services based on the Technology to end customers.
- **“First User Fee / Early Adopter Terms”** means the preferential fees and conditions applicable to agreements signed and paid no later than 30 June 2026.
- **“Change of Control”** means any transaction or series of transactions resulting in a new party acquiring direct or indirect control of the Licensee, including but not limited to share transfers, mergers, acquisitions, or asset sales involving the Technology or this licence.

2. FIRST USER FEE – EARLY ADOPTER TERMS

2.1 Exclusive First User Fee

The fees and terms in this agreement constitute an exclusive “First User Fee” — a dedicated entry offer for the initial group of licensing partners participating in the industrial integration of ALLFROMAIR®. These terms are designed to enable rapid commercial deployment and reflect an early-stage investment prior to full industrial scaling.

2.2 Deadline

The Early Adopter terms — including all fee levels in Section 5 — are guaranteed for agreements that are signed by both parties AND whose CAPEX Licence Fee is received by the Licensor no later than 30 June 2026. Incomplete transactions as of that date do not qualify for Early Adopter terms.

2.3 Price adjustment from 1 July 2026

From 1 July 2026, the Licensor reserves the right to adjust licence fees and terms for future agreements without prior notice, to reflect the full commercial value and market maturity of the Technology. Such adjustments have no retroactive effect — concluded Early Adopter agreements are not affected.

2.4 Early Adopter benefits

- Fixed CAPEX fee at the Early Adopter rate in Section 5 for the full term of the agreement
- Fixed OPEX fee of 1% for the full term of the agreement, regardless of future fee adjustments
- Priority technical orientation session (max 8 hours) with the Innovator
- Recognition as a strategic founding partner in future communications (subject to Licensee consent)

3. GRANT OF LICENCE

3.1 Non-exclusive licence

The Licensor hereby grants a non-exclusive, non-transferable right to use the Technology within the Licensed Territory for industrial and commercial purposes in accordance with the terms of this agreement. No exclusivity is granted under any circumstances.

3.2 Sub-licensing

Sub-licensing is not permitted without the Licensor's prior written approval on a case-by-case basis. Any approved sub-licence shall be subject to the same terms and conditions as this agreement and shall not relieve the Licensee of any obligations hereunder.

3.3 Intellectual property

All intellectual property rights, including but not limited to patent applications, inventorship and know-how, remain the exclusive property of the Licensor. This agreement does not transfer ownership of the Technology.

3.4 Software and control code (AI-CORE™)

The proprietary control code (AI-CORE™) constitutes a strict trade secret and is NOT included in the technology transfer unless a separate written agreement to that effect has been concluded. Without access to this code, the calculated efficiency levels may not be achievable.

3.5 Change of Control and Corporate Transactions

(a) Notification obligation: The Licensee shall notify the Licensor in writing within thirty (30) days of any Change of Control.

(b) Acquisition of Licensee: If a party acquires control of the Licensee and the acquirer's operational scale or geographic reach exceeds that of the original Licensee, the acquirer shall, as a condition of continuing to use the Technology, enter into a new licence agreement at the fee level corresponding to the acquirer's scale and territory. Any CAPEX Licence Fee already paid by the original Licensee shall be credited without interest against the new CAPEX Licence Fee.

(c) Transfer of licence as part of asset sale: Transfer or assignment of this licence — whether as part of an asset sale, business transfer or otherwise — is not permitted without the Licensor's prior written consent. The Licensor reserves the right to require a new agreement on updated terms as a condition of granting such consent.

(d) Use by affiliated entities: If any parent company, subsidiary or affiliated entity of the Licensee benefits from or uses the Technology without a separate licence agreement, such use shall constitute a material breach of this agreement. The Licensor shall be entitled to terminate this agreement and claim compensation equal to the CAPEX Licence Fee that would have been payable by the affiliated entity at its applicable scale and territory.

(e) Share transfer without Change of Control: A transfer of shares in the Licensee that does not result in a Change of Control does not require Licensor consent, provided the Licensee's legal identity, operational scope and Licensed Territory remain unchanged.

4. TECHNOLOGY TRANSFER AND LICENSOR DELIVERABLES

4.1 Licensor deliverables

Upon receipt of the CAPEX Licence Fee pursuant to Section 5, the Licensor shall deliver:

- Technical documentation and system blueprints (specified in Schedule A)
- Access to published defensive disclosures and patent applications
- Written system-integration guidance (know-how)
- One (1) technical orientation session (max 8 hours, via video link)

4.2 What the Licensor does NOT deliver

- AI-CORE™ control code — requires a separate agreement
- Ongoing technical support, engineering or project management
- Certification support or regulatory assistance

The Licensee is solely responsible for final engineering, material selection, certification and industrial production.

5. FEES AND PAYMENT TERMS

5.1 One-time technology-transfer fee (CAPEX) – Per Innovation

The fees specified in the table below apply to each individual patent or innovation selected in Schedule A. Each selected innovation constitutes one (1) separate licence unit.

- **Cumulative pricing:** If the Licensee selects multiple innovations, the total CAPEX Licence Fee shall be the sum of the individual fees for each selected technology.
- **Full Suite:** Selecting the “Full Suite” innovation package requires the payment of five (5) individual CAPEX Licence Fees, one per innovation.

Licence type	Early Adopter fee (until 30 June 2026)	Applicability
Local/Niche	SEK 500,000 per innovation	Upon agreement signing
Regional/Industrial	SEK 5,000,000 per innovation	Upon agreement signing
Global/Multinational	SEK 50,000,000 per innovation	Upon agreement signing
Full Suite (5 innovations) – Local/Niche	SEK 2,500,000	5 × SEK 500,000
Full Suite (5 innovations) – Regional	SEK 25,000,000	5 × SEK 5,000,000
Full Suite (5 innovations) – Global	SEK 250,000,000	5 × SEK 50,000,000

The above fees represent Early Adopter pricing (First User Fee) and apply solely to agreements signed and fully paid by 30 June 2026. Price changes will not be communicated in advance.

5.2 Ongoing performance fee (OPEX – 1%)

From the date of Commercial Production, the Licensee shall pay 1% of the market value of all water produced and all energy generated, calculated on the prevailing market price for equivalent water and energy in the Licensee’s region at the time of production, regardless of whether the resources are sold externally or used internally to reduce operating costs.

- Reported and paid quarterly, no later than 30 days after the end of each quarter.
- The Licensee undertakes to maintain and provide audit-approved records of relevant production volumes and applicable market prices.
- The Licensor reserves the right, with 30 days’ notice, to commission an independent audit (maximum once per year).

5.3 Nature of compensation

All fees paid under this agreement constitute compensation for proprietary know-how, documentation, system-integration guidance and experiential knowledge. Compensation is non-refundable and is not conditional on patent grant, patent validity or patent scope.

5.4 Payment instructions and verification

Payment shall be made to the Licensor’s bank account as communicated in writing directly by Vesa Olavi Lius via e-mail vesa.olavi.lius@allfromair.com. No third-party agents or intermediaries are authorised to receive payment on behalf of the Licensor. In case of any doubt regarding payment

instructions, the Licensee must contact the Licensor directly by telephone for verification before executing any transfer.

5.5 Late payment interest

In the event of late payment, interest shall accrue at the Swedish reference rate plus 8 percentage points pursuant to the Swedish Interest Act (räntelagen 1975:635).

6. ENVIRONMENTAL COMMITMENT AND USAGE RESTRICTIONS

The licence is conditional on the Technology being used to create measurable environmental benefits, including but not limited to:

- CO₂-neutral, climate-neutral or climate-positive energy production
- Oxygenation of seabeds
- Water recycling and drinking-water production
- Active cooling of urban environments (mitigation of Urban Heat Islands)

Military offensive applications are not permitted without a separate written agreement. Defence and protection applications are assessed on a case-by-case basis with a focus on civil defence and life-saving functions.

7. CONFIDENTIALITY

The parties undertake to treat all Confidential Information received under this agreement with strict confidentiality and not to disclose it to third parties without written consent. This obligation applies for the term of the agreement and for ten (10) years thereafter.

- Not to reproduce, decompile or attempt to reconstruct AI-CORE™
 - To restrict access to Confidential Information to employees who have a need for it
 - To immediately notify the Licensor upon suspected unauthorised disclosure
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8. WARRANTIES AND LIMITATION OF LIABILITY

8.1 No performance warranties

The Technology is provided “as is”. All performance figures are based on theoretical models and advanced simulations. Actual results may differ. No warranties are given.

8.2 Limitation of liability

The Licensor’s total liability shall in no event exceed the CAPEX Licence Fee actually paid. The Licensor shall not be liable for indirect losses, loss of profit, business interruption or consequential damages.

9. TERM AND TERMINATION

The agreement runs for ten (10) years with the right to renewal. In the event of material breach, either party may terminate with immediate effect if the breach is not remedied within 60 days of written notice. Upon termination all Confidential Information must be returned or destroyed, outstanding OPEX fees paid, and the CAPEX fee is non-refundable.

10. HUMANITARIAN ACCESS

UN agencies and NGOs are granted the right to use the Technology free of charge (0%) for verified humanitarian relief efforts to secure drinking water as a human right. Such use requires a written agreement and verification of the organisation's status.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement is governed by and construed in accordance with Swedish law. Disputes shall first be resolved through good-faith negotiation. If no resolution is reached within 60 days, the dispute shall be finally determined by Linköping District Court as court of first instance.

12. GENERAL PROVISIONS

- **Entire agreement:** This document together with Schedules A and B constitutes the entire agreement and supersedes all prior understandings.
- **Amendments:** Amendments are valid only if made in writing and signed by both parties.
- **Severability:** If any provision is found invalid, the remaining provisions remain in full force.
- **No agency:** No third-party agents or intermediaries are authorised to represent ALLFROMAIR® or receive payments on its behalf.
- **No exclusivity:** The Licensor reserves the right to grant licences to additional parties within the same territory.
- **Counteroffers welcome:** These terms constitute a starting point for negotiation. Written counteroffers are welcome and will be handled directly by the Innovator.

13. SIGNATURES

The parties confirm that they have read, understood and agree to the terms of this agreement.

LICENSOR	LICENSEE
Vesa Olavi Lius Innovator and rights holder, ALLFROMAIR® Date: _____ Signature: _____	[Name and title] [Company and reg. no.] Date: _____ Signature: _____

SCHEDULE A – Specified Technology

Each checkbox below represents one (1) individual licence unit. The total CAPEX Licence Fee is calculated by multiplying the number of selected units by the applicable rate in Section 5.1.

#	Innovation	Patent No.	Selected
1	IRESTM – Integrated Regenerative Energy System (Gen 3)	SE 2530868-5	<input type="checkbox"/>
2	HC-AWG™ / SuperWheel™ – Hybrid Centrifugal AWG	SE 2530799-2	<input type="checkbox"/>
3	HYBRID-X™ – Industrial Tri-Generation Platform	SE 2530864-4	<input type="checkbox"/>

4	NG-AWG™ – New Generation Air Water Generator	SE 2530806-5	<input type="checkbox"/>
5	SVRU™ – Saturated Vapor Recovery Unit	SE 2530843-8	<input type="checkbox"/>
6	Full suite – All five patent-pending innovations	All above	<input type="checkbox"/>

Note: AI-CORE™ (control code) is NOT included in any of the above without a separate written agreement.

Fee calculation example (Regional/Industrial, 3 innovations): 3 × SEK 5,000,000 = SEK 15,000,000 CAPEX + 1% OPEX on all production.

SCHEDULE B – Licensed Territory

Parameter	Details
Geographic territory	[Specify countries/regions]
Restrictions	[Any sectoral or use-specific restrictions]
Licence type	<input type="checkbox"/> Local/Niche <input type="checkbox"/> Regional/Industrial <input type="checkbox"/> Global/Multinational

This document is a standard template for licensing discussions. It does not constitute a legally binding offer. All licences are governed by separate, written and signed agreements. Written counteroffers are welcome.