

Registration Number 333-143144

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Amendment No. 1  
to  
FORM SB-2  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**CODA OCTOPUS GROUP, INC.**

(Name of Small Business Issuer in its Charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**3812**  
(Primary Standard Industrial  
Classification Code Number)

**34-200-8348**  
(I.R.S. Employer  
Identification No.)

**164 West, 25 th Street, 6 th Floor,  
New York 10001**  
(Address and telephone number of principal executive offices)

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.  
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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ \_\_\_\_\_

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering. ☐ \_\_\_\_\_

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. ☐

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# CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.001	15,000,000	\$ 1.52	\$ 22,800,000	\$ 2,439.60
Common Stock, par value \$0.001 (2)	17,400,000	\$ 1.52	\$ 26,448,000	\$ 2,829.94
Common Stock, par value \$0.001 (2) (3)	400,000	\$ 1.58	\$ 632,000	\$ 67.62
Total	32,800,000		\$ 49,880,000	\$ 5,337.16(4)

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) under the Securities Act of 1933, as amended.

(2) Represents shares issuable upon exercise of warrants.

(3) Filing fee included herewith.

(4) An amount of \$5,269.54 was previously paid. The balance of \$67.62 is included herewith

The registrant hereby amends this registration statement on such date or date(s) as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the commission acting pursuant to said Section 8(a) may determine.

The information in this prospectus is not complete and may be changed. The securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

## **PROSPECTUS**

**Subject to Completion, Dated July 25, 2007**

### **CODA OCTOPUS GROUP, INC.**

#### **32,800,000 Shares of Common Stock**

This prospectus relates to the resale by the selling stockholders of up to 32,800,000 shares of our common stock. The total number of shares sold herewith consists of the following shares held by or to be issued to the selling stockholders: (i) 15,000,000 shares held by certain of our stockholders (ii) 7,500,000 shares issuable upon the exercise of A warrants, (iii) 7,500,000 issuable upon the exercise of B warrants, (iv) 2,400,000 shares issuable upon exercise of placement agent warrants and (v) 400,000 shares issuable upon exercise of other warrants. We are not selling any shares of common stock in this offering and therefore will not receive any proceeds from this offering. We will, however, receive proceeds from the cash exercise, if any, of warrants to purchase an aggregate of 17,800,000 shares of common stock. All costs associated with this registration will be borne by us.

The selling stockholders may sell their shares in public or private transactions, at prevailing market prices or at privately negotiated prices. We will not receive any proceeds from the sale of the shares of common stock by the selling stockholders.

Our common stock is currently traded in the pink sheets under the symbol CDOC. On July 20, 2007, the last reported sale price for our common stock in the pink sheets was \$1.58 per share. We are currently in discussions with various broker-dealers to arrange for an application to be filed with the National Association of Securities Dealers (NASD) for the public trading of our common stock on the OTC Bulletin Board. There is no assurance that our common stock will be quoted on the OTC Bulletin Board or any stock exchange.

**INVESTING IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 3.**

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is \_\_\_\_\_, 2007

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You may only rely on the information contained in this prospectus or that we have referred you to. We have not authorized anyone to provide you with different information. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the common stock offered by this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any common stock in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus nor any sale made in connection with this prospectus shall, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or that the information contained by reference to this prospectus is correct as of any time after its date.

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## PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. You should read the entire prospectus carefully, including, the section entitled "Risk Factors" before deciding to invest in our common stock. Coda Octopus Group, Inc. is referred to throughout this prospectus as "Coda Octopus," "we" or "us."

### General

We are engaged in 3-D subsea technology and are the developer and patent holder of real-time 3-D sonar products which we expect to play a critical role in the next generation of underwater port security. We produce hardware, software and fully integrated systems which are sold and supported on a worldwide basis, with wide applications in two distinct market segments:

- marine geophysical survey (commercial), which focuses around oil and gas, construction and oceanographic research and exploration, where we market to survey companies, research institutions, salvage companies. This was our original focus, from founding in 1994, with current products spanning geophysical data collection and analysis, through to printers to output geophysical data collected by sonar. We believe that our marine geophysical survey markets are experiencing rapid growth due to: 1) successful new product introductions in recent periods; 2) market-proximity benefits derived from 2004 relocation to the United States; 3) initial market penetration into new sub-sectors of the marine geophysical survey markets; 4) the high price of oil and gas in the past few years, resulting in unprecedented exploration and production activity.
- underwater defense/security, where we market to ports and harbors, state and federal government agencies and defense contractors. We started to focus on this market following the acquisition of OmniTech AS, a Norwegian company, in December 2002, a company which had developed a prototype system, the **Echoscope™**, a unique, patented instrument which permits accurate real time three-dimensional visualization, measurement, data recording and mapping of underwater objects. We have recently completed developing and commenced marketing this first real time, high resolution, three-dimensional underwater sonar imaging device which we believe has particularly important applications in the fields of port security, defense and undersea oil and gas development.

In addition, through our two engineering services subsidiaries, Martech Systems (Weymouth) Ltd, based in Weymouth, England, UK, and Colmek Systems Engineering, based in Salt Lake City, Utah, USA, we provide engineering services to a wide variety of clients in the subsea, defense, nuclear and pharmaceutical industries. These engineering capabilities are increasingly being combined with our product offerings, bringing opportunities to provide complete systems, installation and support.

During the recent fiscal year ended October 31, 2006, we generated revenues of \$7,291,291 and we incurred a loss of \$7,559,170. For the six month period ended April 30, 2007, we generated revenues of \$4,934,714. During that same period we incurred a net loss of \$9,853,757.

For the foreseeable future, we intend to intensify our focus on port security. We believe that in the post 9/11 era there are significant growth opportunities available in that particular market segment because of increased government expenditures aimed at enhancing security. Specifically, we believe that we have the ability to capitalize on this opportunity as a result of:

- First mover advantage in 3-D sonar markets based on our patented technology, our research and development efforts and extensive and successful testing in this area that date back almost two decades as well as broad customer acceptance.
- Early recognition of need for 3-D real-time sonar in defense/security applications.
- Expansion into new geographies like North America and Western Europe.
- Expansion into new commercial markets like commercial marine survey with innovative products.

Further, we believe the Echoscope™ will transform certain segments of the sonar product market. In addition, our 3-D sonar, currently in the early stages of adoption, has disruptive technology qualities as it has the ability to change industry standard practice in respect of the method for visualization and imaging of submerged or underwater objects and environment. Therefore, it is likely to change who the suppliers into this market are as well as our market position and that of our competitors. We believe the market opportunity in underwater security and defense could grow at a rapid pace over the next several years.

We also believe that our two recent acquisitions and formation of our wireless video surveillance subsidiary strengthen our capabilities to produce comprehensive security and defense systems and provide new opportunity for us to expand our offerings.

Our principal executive office is located at 164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10001 and our telephone number at that location is 212-924 3442. Our website address is [www.codaoctopus.com](http://www.codaoctopus.com).

## **This Offering**

Shares offered by Selling Stockholders	Up to 32,800,000 shares, including 17,800,000 shares issuable upon exercise of warrants
Common Stock to be outstanding after the offering	65,909,656*
Use of Proceeds	We will not receive any proceeds from the sale of the common stock hereunder. See "Use of Proceeds" for a complete description
Risk Factors	The purchase of our common stock involves a high degree of risk. You should carefully review and consider "Risk Factors" beginning on page 3

\*Based on the current issued and outstanding number of shares of 48,109,656 as of July 17, 2007, and assuming issuance of all 17,800,000 shares upon exercise of the warrants issued to the investors and the placement agent, the number of shares offered herewith represents approximately 54% of the total issued and outstanding shares of common stock.

## **Recent Developments**

### *Financing*

During April and May 2007, we entered into and consummated securities purchase agreements with a group of accredited individual and institutional investors providing for the sale and issuance of 15,000,000 shares of our common stock and five-year warrants to purchase 7,500,000 shares of common stock at \$1.30 per share and five-year warrants to purchase 7,500,000 shares of common stock at \$1.70 per share. Gross proceeds from the offering amounted to \$15,000,000. We also issued five-year warrants to purchase 2,400,000 shares of our common stock at \$1.00 per share as part of placement agent fees.

We agreed to file the registration statement of which this prospectus forms a part for the registration of the shares as well as the shares issuable upon exercise of the warrants within 45 days after the closing date of each of the offering and cause it to be declared effective within 90 days after the closing date (135 days assuming a full review by the Securities and Exchange Commission). Investors who participated in this financing and the placement agent for the offering are having shares included in this prospectus. In addition, we are including 400,000 shares issuable upon exercise of warrants that were issued for services rendered. If the registration statement is not declared effective within the time period required, we must pay to the investors in the financing liquidated damages of 1.5% of the purchase price per month or part thereof up to a maximum of 24% in the aggregate of the purchase price paid. Such damages are payable in cash.

### *Acquisitions*

On June 26, 2006, we acquired all of the issued and outstanding capital stock of Martech Systems (Weymouth) Limited, a UK company. This company specializes in engineering projects and sales to the UK Ministry of Defense, adding these capabilities to the Group. The purchase price was approximately \$1,536,000, which is payable as follows:

- approximately \$1,180,000 in cash that was paid at closing;
- approximately \$364,000 in cash one year after closing (paid on June 26, 2007), which is accrued as \$382,000 as at October 31, 2006, due to exchange rate movements;
- approximately \$286,000 in shares of our common stock due on October 31, 2007, subject to certain performance milestones by Martech;
- up to \$859,500 in cash and common stock payable within 45 days after the three year period ended October 31, 2008, subject to certain performance milestones by Martech.

The results of operations of Martech have been included in the consolidated financial statements from the date of acquisition.

On April 6, 2007, we acquired all of the issued and outstanding capital stock of Miller & Hilton Inc. d/b/a Colmek Systems Engineering, a Utah corporation ("Colmek"). The total purchase price was \$2,356,750 million, consisting of cash paid at the closing of the transaction in the amount of \$800,000 and the issuance of 532,090 shares of our common stock, and \$700,000 and 42,910 shares that are due and payable on the first anniversary of the closing date evidenced by secured promissory notes to the former Colmek shareholders. Under the terms of the stock purchase agreements, we have pledged the Colmek shares as collateral security for the performance of our deferred payment obligations under the notes. At the date of issuance of the 532,090 shares these were valued at \$792,814. The shares of common stock issued in conjunction with the merger were not registered under the Securities Act of 1933. The acquisition of Colmek was accounted for using the purchase method in accordance with SFAS 141, "Business Combinations." The results of operations for Colmek have been included in the Consolidated Statements of Operations since the date of acquisition.

## RISK FACTORS

An investment in our shares involves a high degree of risk. Before making an investment decision, you should carefully consider all of the risks described in this prospectus. If any of the risks discussed in this prospectus actually occur, our business, financial condition and results of operations could be materially and adversely affected. If this were to happen, the price of our shares could decline significantly and you may lose all or a part of your investment. Our forward-looking statements in this prospectus are subject to the following risks and uncertainties. Our actual results could differ materially from those anticipated by our forward-looking statements as a result of the risk factors below. See "Forward-Looking Statements."

### **Risks Related to Our Business**

#### ***We have incurred significant losses to date and may continue to incur losses.***

During the fiscal years ended October 31, 2006 and 2005, we incurred net losses (after giving effect to foreign currency translation adjustments) of \$7,559,170 and \$3,807,055, respectively. For the six month period ended April 30, 2007, we incurred a net loss of \$9,853,757. We may continue to incur losses for at least the next 12 months. Continuing losses will have an adverse impact on our cash flow and may impair our ability to raise additional capital required to continue and expand our operations.

#### ***If we are unable to obtain additional funding, we may have to reduce our business operations.***

We anticipate, based on currently proposed plans and assumptions relating to our ability to market and sell our products, that our cash at hand including the proceeds from a recent financing transaction will satisfy our operational and capital requirements for the next 12 months. However, if we are unable to realize satisfactory revenue in the near future, we will be required to seek additional financing to continue our operations beyond that period. We will also require additional financing to expand into other markets and further develop our products. Except for the warrants issued in our recent offerings, we have no current arrangements with respect to any additional financing. Consequently, there can be no assurance that any additional financing on commercially reasonable terms or at all will be available when needed. The inability to obtain additional capital may reduce our ability to continue to conduct business operations. Any additional equity financing may involve substantial dilution to our then existing stockholders. Our future capital requirements will depend upon many factors, including:

- continued scientific progress in our research and development programs;
- competing technological and market developments;
- our ability to establish additional collaborative relationships; and
- the effect of commercialization activities and facility expansions if and as required.

We have limited financial resources and to date no positive cash flow from operations. There can be no assurance that we will be able to obtain financing on acceptable terms in light of factors such as the market demand for our securities, the state of financial markets generally and other relevant factors. Raising additional funding may be complicated by certain provisions in the securities purchase agreements entered into in connection with our most recent financing. Specifically, the agreements require us to issue shares to the current investors at no additional consideration if, at any time, we issue shares below a purchase price of \$1.00.

#### ***We are dependent on new products.***

Our future revenue stream depends to a large degree on our ability to bring new products to market on a timely basis. We must continue to make significant investments in research and development in order to continue to develop new products, enhance existing products and achieve market acceptance of such products. We may incur problems in the future in innovating and introducing new products. Our development stage products may not be successfully completed or, if developed, may not achieve significant customer acceptance. If we were unable to successfully define, develop and introduce competitive new products, and enhance existing products, our future results of operations would be adversely affected. Development and manufacturing schedules for technology products are difficult to predict, and we might not achieve timely initial customer shipments of new products. The timely availability of these products in volume and their acceptance by customers are important to our future success. A delay in new product introductions could have a significant impact on our results of operations.

#### ***If the protection of our intellectual property rights is inadequate, our ability to compete successfully could be impaired.***

We have a patent "Method for Producing a 3-D Image." We regard our intellectual property as critical to our business. We rely on a combination of patent, trademark and trade secret protection to protect our proprietary rights. Nevertheless, the steps we take to protect our proprietary rights may be inadequate. Detection and elimination of unauthorized use of our products is difficult. We may not have the means, financial or otherwise, to prosecute infringing uses of our intellectual property by third parties. Further, effective patent, trademark, service mark, copyright and trade secret protection may not be available in every country in which we will sell our products and offer our services. If we are unable to protect or preserve the value of our patents, trademarks, copyrights, trade secrets or other proprietary rights for any reason, our business, operating results and financial condition could be harmed.

Litigation may be necessary in the future to enforce our intellectual property rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others, or to defend against claims that our products infringe upon the proprietary rights of others or that proprietary rights that we claim are invalid. Litigation could result in substantial costs and diversion of resources and could harm our business, operating results and financial condition regardless of the outcome of the litigation.

Other parties may assert infringement or unfair competition claims against us. We cannot predict whether third parties will assert claims of infringement against us, or whether any future claims will prevent us from operating our business as planned. If we are forced to defend against third-party infringement claims, whether they are with or without merit or are determined in our favor, we could face expensive and time-consuming litigation, which could distract technical and management personnel. If an infringement claim is determined against us, we may be required to pay monetary damages or ongoing royalties. Further, as a result of infringement claims, we may be required, or deem it advisable, to develop non-infringing intellectual property or enter into costly royalty or licensing agreements. Such royalty or licensing agreements, if required, may be unavailable on terms that are acceptable to us, or at all. If a third party successfully asserts an infringement claim against us and we are required to pay monetary damages or royalties or we are unable to develop suitable non-infringing alternatives or license the infringed or similar intellectual property on reasonable terms on a timely basis, it could significantly harm our business.

***Our Products May Contain Errors or Defects, which Could Result in Damage to Our Reputation, Lost Revenues, Diverted Development Resources and Increased Service Costs, Warranty Claims and Litigation.***

Our devices are complex and must meet stringent requirements. We warrant to our customers that our products will be free of defect for various periods of time, depending on the product. In addition, certain of our contracts include epidemic failure clauses. If invoked, these clauses may entitle the customer to return or obtain credits for products and inventory, or to cancel outstanding purchase orders even if the products themselves are not defective.

We must develop our products, particularly software associated with these products, quickly to keep pace with the rapidly changing market, and we have a history of frequently introducing new products. Products and services as sophisticated as ours could contain undetected errors or defects, especially when first introduced or when new models or versions are released. In general, our products may not be free from errors or defects after commercial shipments have begun, which could result in damage to our reputation, lost revenues, diverted development resources, increased customer service and support costs and warranty claims and litigation which could harm our business, results of operations and financial condition.

***Increased Reliance on Sales to Government Agencies carries the risk of us Becoming Overly Dependent on one Source of Revenues.***

We have recently introduced a new version of our Echoscope™, a sonar device that permits real time, three-dimensional viewing, imaging and data recording of underwater scenes and objects. Because of its ability to inspect harbor walls, ship hulls and bridge pilings under unfavorable visibility conditions, it is uniquely positioned as an aid in port and coastal infrastructure security. Therefore, we believe that the product is of great interest to government agencies, particularly the U.S. Department of Homeland Security, and we are focusing our marketing efforts on those entities. If those marketing efforts are successful, we will become increasingly dependent on government contracts. If for any reason government spending on these types of security devices is subsequently reduced, this may have a significant negative impact our sales and results of operations.

Our key subsidiaries also supply a significant amount of their services to government and quasi-government end-users. In the last fiscal year, our recently acquired company, Colmek, realized 71% of its revenues from government sub-contracting work and Martech our UK subsidiary realized 11.5% of its revenues from UK government contracting and/or sub-contracting. Excessive reliance on one customer or small group of customers as a source of revenues may have a negative impact on our results of operations if these customers purchase less of our products and services for any reason.

***Our Business is Subject to Disruptions and Uncertainties Caused by War or Terrorism.***

Acts of war or acts of terrorism could have a material adverse impact on our business, operating results, and financial condition. The threat of terrorism and war and heightened security and military response to this threat, or any future acts of terrorism, may cause further disruption to our economy and create further uncertainties. To the extent that such disruptions or uncertainties result in delays or cancellations of orders, or the manufacture or shipment of our products, our business, operating results, and financial condition could be materially and adversely affected.

***We Are Exposed to Fluctuations in Currency Exchange Rates.***

A significant portion of our business including our manufacturing is conducted outside the U.S., and as such, we face exposure to movements in non-U.S. currency exchange rates. These exposures may change over time as business practices evolve and could have a material adverse impact on our financial results and cash flows. Fluctuation in currency impacts our operating results.

Currently, we hedge only those currency exposures associated with certain assets and liabilities denominated in non-functional currencies. The hedging activities undertaken by us are intended to offset the impact of currency fluctuations on certain non-functional currency assets and liabilities. Our attempts to hedge against these risks may not be successful resulting in an adverse impact on our net income.

***We Face Risks in Investing in and Integrating New Acquisitions.***

We have recently acquired a number of companies, including Miller & Hilton, Inc. d/b/a/ Colmek Systems Engineering, and intend to continue to acquire other companies. Acquisitions of companies entail numerous risks, including:

- potential inability to successfully integrate acquired operations and products or to realize cost savings or other anticipated benefits from integration;
- diversion of management's attention from on-going business concerns;
- loss of key employees of acquired operations;
- the difficulty of assimilating geographically dispersed operations and personnel of the acquired companies;
- the potential disruption of our ongoing business;
- unanticipated expenses related to such integration;
- the correct assessment of the relative percentages of in-process research and development expense that can be immediately written off as compared to the amount which must be amortized over the appropriate life of the asset;
- the impairment of relationships with employees and customers of either an acquired company or our own business;
- the potential unknown liabilities associated with acquired business;
- inability to recover strategic investments in development stage entities; and
- insufficient revenues to offset increased expenses associated with acquisitions.

As a result of such acquisitions, we have significant assets that include goodwill and other purchased intangibles. The testing of these intangibles under established accounting guidelines for impairment requires significant use of judgment and assumptions. Changes in business conditions could require adjustments to the valuation of these assets. In addition, losses incurred by a company in which we have an investment may have a direct impact on our financial statements or could result in our having to write-down the value of such investment. Any such problems in integration or adjustments to the value of the assets acquired could harm our growth strategy and have a material adverse effect on our business, financial condition and compliance with debt covenants.

***Our management has limited experience in managing and operating a US public company. Any failure to comply or adequately comply with federal securities laws, rules or regulations could subject us to fines or regulatory actions, which may materially adversely affect our business, results of operations and financial condition.***

Our current management has limited experience managing and operating a public company in the United States and relies in many instances on the professional experience and advice of third parties including its consultants, attorneys and accountants. Failure to comply or adequately comply with any laws, rules, or regulations applicable to our business may result in fines or regulatory actions, which may materially adversely affect our business, results of operation, or financial condition.

***Government regulation and legal uncertainties may harm our business.***

Because of the nature of some of our products, they may be subject to United States and other export controls and may be exported outside the United States or the United Kingdom only with the required level of export license or through an export license exception. Changes in our products or changes in export and import regulations may create delays in the introduction of our products in international markets, prevent our customers with international operations from deploying our products throughout their global systems or, in some cases, prevent the export or import of our products to certain countries altogether. Any change in export or import regulations or related legislation, shift in approach to the enforcement or scope of existing regulations or change in the countries, persons or technologies targeted by these regulations could result in decreased use of our products by, or in our decreased ability to export or sell our products to, existing or potential customers with international operations.

***The complex nature of our products increases the likelihood that our products will contain defects.***

Our products are complex and may contain defects when first introduced into the market and as new versions are released. Virtually all information technology products and particularly those with electro-mechanical components such as ours are subject to a certain rate of failure. Delivery of products with manufacturing defects or reliability or quality problems could significantly delay or hinder market acceptance of our products, which in turn could damage our reputation and adversely affect our ability to retain our existing customers and to attract new customers. Correcting these production problems may require us to expend significant amounts of capital and other resources. We cannot give you any guarantee that our products will be free from errors or defects after we start commercial production. If there are product errors or defects, this will result in additional development costs, loss of or delays in market acceptance of our products, diversion of technical and other resources from our other development efforts, increased product repair or replacement costs, or the loss of credibility with our current and prospective customers, which may have a negative impact upon our financial performance or status as a going concern.

***If we cannot compete effectively, we will lose business.***

The market for our products, services and solutions is positioned to become competitive. There are technological and marketing barriers to entry, but we cannot guarantee that the barriers we are capable of producing will be sufficient to defend the market share we wish to gain against future competitors. The principal competitive factors in this market include:

- Ongoing development of enhanced technical features and benefits;
- Reductions in the manufacturing cost of competitors' products;
- The ability to maintain and expand distribution channels;
- Brand name;
- The ability to deliver our products to our customers when requested;
- The timing of introductions of new products and services; and
- Financial resources.

These and other prospective competitors have substantially greater resources, more customers, longer operating histories, greater name recognition and more established relationships in the industry. As a result, these competitors may be able to develop and expand their networks and product offerings more quickly, devote greater resources to the marketing and sale of their products and adopt more aggressive pricing policies. In addition, these competitors have entered and will likely continue to enter into business relationships to provide additional products competitive to those we provide or plan to provide.

***Loss of Jason Reid, our President and Chief Executive Officer, could impair our ability to operate.***

If we lose our key employee, Jason Reid, or are unable to attract or retain qualified and suitable personnel, our business could suffer. Our success is highly dependent on our ability to attract and retain qualified scientific, technical and management personnel. We are highly dependent on our management, in particular, Jason Reid, our President and Chief Executive Officer, who is critical to the development of our business as a whole. Mr. Reid has an employment agreement with us. However the loss of his services could have a material adverse effect on our growth plan. If we were to lose this individual, we may experience difficulties in competing effectively, developing our technology and implementing our business strategies. We have key man life insurance in place for a number of our employees, including Jason Reid.

***We are authorized to issue "blank check" preferred stock, which, if issued without stockholders approval, may adversely affect the rights of holders of our common stock.***

Our certificate of incorporation authorizes the issuance of up to 5,000,000 shares of "blank check" preferred stock with such designations, rights and preferences as may be determined from time to time by our Board of Directors, of which as of the date hereof 6,407 Series A Preferred are issued and outstanding. Accordingly, our Board of Directors is empowered, without stockholder approval, to issue preferred stock with dividend, liquidation, conversion, voting or other rights which would adversely affect the voting power or other rights of our stockholders. In the event of issuance, the preferred stock could be utilized, under certain circumstances, as a method of discouraging, delaying or preventing a change in control, which could have the effect of discouraging bids for our company and thereby prevent stockholders from receiving the maximum value for their shares. We have no present intention to issue any shares of its preferred stock in order to discourage or delay a change of control. However, there can be no assurance that preferred stock will not be issued at some time in the future.

***Risks relating principally to our common stock and its market value:***

***Our stock price may be volatile.***

The market price of our common stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond our control, including:

- technological innovations or new products and services by us or our competitors;
- additions or departures of key personnel;
- sales of our common stock;
- our ability to integrate operations, technology, products and services;
- our ability to execute our business plan;
- operating results below expectations;
- loss of any strategic relationship;
- industry developments;
- economic and other external factors; and
- period-to-period fluctuations in our financial results.

You may consider any one of these factors to be material. Our stock price may fluctuate widely as a result of any of the above listed factors. In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our common stock.

***We have not paid dividends on our common stock in the past and do not expect to pay dividends in the foreseeable future. Any return on investment may be limited to the value of our common stock.***

We have never paid cash dividends on our common stock and do not anticipate paying cash dividends in the foreseeable future. The payment of dividends on our common stock will depend on earnings, financial condition and other business and economic factors affecting it at such time as the board of directors may consider relevant. If we do not pay dividends, our common stock may be less valuable because a return on your investment will only occur if its stock price appreciates.

***Our stock is deemed to be penny stock.***

Our stock is currently traded in the pink sheets. We intend to take the necessary steps to have our common stock included for quotation on the OTC Bulletin Board which is generally considered to be a less efficient market than markets such as NASDAQ or other national exchanges, and which may cause difficulty in conducting trades and difficulty in obtaining future financing. Even if our common stock is included for quotation, it will likely be subject to the "penny stock rules" adopted pursuant to Section 15 (g) of the Securities Exchange Act of 1934, as amended, or Exchange Act. The penny stock rules apply to non-NASDAQ companies whose common stock trades at less than \$5.00 per share or which have tangible net worth of less than \$5,000,000 (\$2,000,000 if the company has been operating for three or more years). Such rules require, among other things, that brokers who trade "penny stock" to persons other than "established customers" complete certain documentation, make suitability inquiries of investors and provide investors with certain information concerning trading in the security, including a risk disclosure document and quote information under certain circumstances. Penny stocks sold in violation of the applicable rules may entitle the buyer of the stock to rescind the sale and receive a full refund from the broker.

Many brokers have decided not to trade "penny stock" because of the requirements of the penny stock rules and, as a result, the number of broker-dealers willing to act as market makers in such securities is limited. In the event that we remain subject to the "penny stock rules" for any significant period, there may develop an adverse impact on the market, if any, for our securities. Because our securities are subject to the "penny stock rules," investors will find it more difficult to dispose of our securities. Further, for companies whose securities are traded in the OTC Bulletin Board, it is more difficult: (i) to obtain accurate quotations, (ii) to obtain coverage for significant news events because major wire services, such as the Dow Jones News Service, generally do not publish press releases about such companies, and (iii) to obtain needed capital.

## **FORWARD-LOOKING STATEMENTS**

Our representatives and we may from time to time make written or oral statements that are "forward-looking," including statements contained in this prospectus and other filings with the Securities and Exchange Commission, reports to our stockholders and news releases. All statements that express expectations, estimates, forecasts or projections are forward-looking statements within the meaning of the Act. In addition, other written or oral statements which constitute forward-looking statements may be made by us or on our behalf. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "projects," "forecasts," "may," "should," variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in or suggested by such forward-looking statements. We undertake no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Important factors on which such statements are based are assumptions concerning uncertainties, including but not limited to uncertainties associated with the following:

- (a) volatility or decline of our stock price;
- (b) potential fluctuation in quarterly results;
- (c) our failure to earn revenues or profits;
- (d) inadequate capital and barriers to raising the additional capital or to obtaining the financing needed to implement its business plans;
- (e) inadequate capital to continue business;
- (f) changes in demand for our products and services;
- (g) rapid and significant changes in markets;
- (h) litigation with or legal claims and allegations by outside parties;
- (i) insufficient revenues to cover operating costs.

## **USE OF PROCEEDS**

We will receive no proceeds from the sale of shares of common stock offered by the selling security holders herewith. However, we will generate proceeds from the cash exercise of the warrants, if any. We intend to use those proceeds for general corporate purposes.



## MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

### Forward-Looking Statements

The information herein contains forward-looking statements. All statements other than statements of historical fact made herein are forward looking. In particular, the statements herein regarding industry prospects and future results of operations or financial position are forward-looking statements. These forward-looking statements can be identified by the use of words such as “believes,” “estimates,” “could,” “possibly,” “probably,” “anticipates,” “projects,” “expects,” “may,” “will,” or “should” or other variations or similar words. No assurances can be given that the future results anticipated by the forward-looking statements will be achieved. Forward-looking statements reflect management’s current expectations and are inherently uncertain. Our actual results may differ significantly from management’s expectations.

The following discussion and analysis should be read in conjunction with our financial statements, included herewith. This discussion should not be construed to imply that the results discussed herein will necessarily continue into the future, or that any conclusion reached herein will necessarily be indicative of actual operating results in the future. Such discussion represents only the best present assessment of our management.

### General Overview

On July 13, 2004, pursuant to the terms of a share exchange agreement between The Panda Project, Inc., a Florida corporation, and Fairwater Technology Group Ltd. (“Fairwater”), Panda acquired the shares of Coda Octopus Limited, a UK corporation and Fairwater’s wholly-owned subsidiary, in consideration for the issuance of a total of 20,050,000 shares of common stock to Fairwater and other shareholders of Coda Octopus Limited. The shares issued represented approximately 90.9% of the issued and outstanding shares of Panda. The share exchange was accounted for as a reverse acquisition of Panda by Coda. Subsequently, Panda was reincorporated in Delaware and changed its name to Coda Octopus Group, Inc.

We are a developer of underwater technologies and equipment for imaging, mapping, defense and survey applications. We are based in New York, with research and development, sales and manufacturing facilities located in the United Kingdom, United States and Norway.

The consolidated financial statements include the accounts of Coda Octopus and our domestic and foreign subsidiaries that are more than 50% owned and controlled except that the financial statements, including Colmek, which was acquired on April 6, 2007. All significant intercompany transactions and balances have been eliminated in the consolidated financial statements.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may differ from those estimates.

### Background

We are engaged in 3-D subsea technology and are the developer and patent holder of real-time 3-D sonar products which we expect to play a critical role in the next generation of underwater port security. We produce hardware, software and fully integrated systems which are sold and supported on a worldwide basis, with wide applications in two distinct market segments:

- marine geophysical survey (commercial), which focuses around oil and gas, construction and oceanographic research and exploration, where we market to survey companies, research institutions, salvage companies. This was our original focus, from original founding in 1994, with current products spanning geophysical data collection and analysis, through to printers to output geophysical data collected by sonar. We believe that our marine geophysical survey markets are experiencing rapid growth due to: 1) successful new product introductions in recent periods; 2) market-proximity benefits derived from 2004 relocation to the United States; 3) initial market penetration into new sub-sectors of the marine geophysical survey markets; 4) the high price of oil and gas in the past few years, resulting in unprecedented exploration and production activity.
- underwater defense/ security, where we market to ports and harbors, state and federal government agencies and defense contractors. We started to focus on this market following the acquisition of OmniTech AS, a Norwegian Company, in December 2002, a company which had developed a prototype system, the **Echoscope™**, a unique, patented instrument which permits accurate three-dimensional visualization, measurement, data recording and mapping of underwater objects. We have recently completed developing and commenced marketing this first real time, high resolution, three-dimensional underwater sonar imaging device which we believe has particularly important applications in the fields of port security, defense and undersea oil and gas development.

In addition, through our two engineering services subsidiaries, Martech Systems (Weymouth) Ltd, based in Weymouth, England, UK, and Colmek Systems Engineering, based in Salt Lake City, Utah, USA, we provide engineering services to a wide variety of clients in the subsea, defense, nuclear, government and pharmaceutical industries. These engineering capabilities are increasingly being combined with our product offerings, bringing opportunities to provide complete systems, installation and support.

For the foreseeable future, we intend to intensify our focus on port security. We believe that in the post 9/11 era there are significant growth opportunities available in that particular market segment because of increased government expenditures aimed at enhancing security. Specifically, we believe that we have the ability to capitalize on this opportunity as a result of:

- First mover advantage in 3-D sonar markets based on our patented technology, our research and development efforts and extensive and successful testing in this area that date back almost two decades as well as broad customer acceptance.
- Early recognition of need for 3-D real-time sonar in defense/security applications.
- Expansion into new geographies like North America and Western Europe.
- Expansion into new commercial markets like commercial marine survey with innovative products.
- Recent sole source classification for one of our products and its derivatives by certain government procurement agencies.

Further, we believe the Echoscope™ will transform certain segments of the sonar products market. In addition, 3-D sonar, currently in the early stages of adoption, has disruptive technology qualities as it has the ability to change industry standard practice in respect of the method for visualization and imaging of underwater objects and environment. Therefore, it will likely change who the suppliers into this market are as well as our market position and that of our competitors. We believe the market opportunity in underwater security and defense could grow at a rapid pace over the next several years.

Approximately 91% of our 2006 revenues of \$7,291,291 were attributable to pure products business. On a pro forma basis, adding the acquired businesses last year would have given us revenues of \$11,562,746 and around 43% of our revenues would have been generated from engineering services. For the six months to April 30, 2007, our revenues were \$4,934,714, with 49.5% of this attributable to our products business, and the remainder to our acquired engineering services businesses. On a pro forma basis, adding Colmek for the period from November 1<sup>st</sup>, 2006 to April 6<sup>th</sup>, 2007 would have given us revenues of \$5,839,277, with 42% of this attributable to our products business, and the remainder from our acquired engineering services businesses.

To this established base of business, we now plan to add other sub-sections:

- we are now starting to bid (sometimes in partnership, where areas of focus other than underwater sonar and wireless video surveillance capability are demanded) for complete port security and other solutions. We have bid on a small number of these in the last six months and hope for our first successes shortly.
- we are currently reviewing the possibility of launching next year, in partnership with others, a services business based on our product set. This business will be port based and will, for example, provide ship hull inspections by way of rental of equipment and provision of a team to operate the equipment for any ship entering that particular port.

### **Critical Accounting Policies**

This discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements that have been prepared under accounting principles generally accepted in the United States of America ("GAAP"). The preparation of financial statements in conformity with US GAAP requires our management to make estimates and assumptions that affect the reported values of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported levels of revenue and expenses during the reporting period. Actual results could materially differ from those estimates.

Below is a discussion of accounting policies that we consider critical to an understanding of our financial condition and operating results and that may require complex judgment in their application or require estimates about matters which are inherently uncertain. A discussion of our significant accounting policies, including further discussion of the accounting policies described below, can be found in Note 3, "Summary of Significant Accounting Policies" of our Consolidated Financial Statements.

#### *Revenue Recognition*

We record revenue in accordance with the guidance of the SEC's *Staff Accounting Bulletin SAB No. 104* (SAB 104), which supersedes SAB No. 101 in order to encompass EITF No. 00-21, *Revenue Arrangements with Multiple Deliverables* (EITF 00-21).

Revenue is derived from sales of underwater technologies and equipment for imaging, mapping, defense and survey applications. Revenue is also derived through contracts gained by our Martech, Colmek and Innalogic businesses.

Revenue is recognized when conclusive evidence of firm arrangement exists, delivery has occurred or services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. No right of return privileges are granted to customers after shipment.

For arrangements with multiple deliverables, we recognize product revenue by allocating the revenue to each deliverable based on the fair value of each deliverable in accordance with EITF No. 00-21 and SAB No. 104, and recognize revenue for equipment upon delivery and for installation and other services as performed. EITF No. 00-21 was effective for revenue arrangements entered into in fiscal periods beginning after June 15, 2003.

Our contracts typically require customer payments in advance of revenue recognition. These deposit amounts are reflected as liabilities and recognized as revenue when the Company has fulfilled its obligations under the respective contracts.

Revenues derived from our software license sales are recognized in accordance with Statement of Position (SOP) SOP No. 97-2, "Software Revenue Recognition," and SOP No. 98-9, "Modifications of SOP No. 97-2, Software Revenue Recognition with Respect to Certain Transactions". For software license sales for which any services rendered are not considered essential to the functionality of the software, we recognize revenue upon delivery of the software, provided (1) there is evidence of an arrangement, (2) collection of our fee is considered probable and (3) the fee is fixed and determinable.

#### *Recoverability of Deferred Costs*

We defer costs on projects for service revenue. Deferred costs consist primarily of direct and incremental costs to customize and install systems, as defined in individual customer contracts, including costs to acquire hardware and software from third parties and payroll costs for our employees and other third parties.

We recognize such costs in accordance with our revenue recognition policy by contract. For revenue recognized under the completed contract method, costs are deferred until the products are delivered, or upon completion of services or, where applicable, customer acceptance. For revenue recognized under the percentage of completion method, costs are recognized as products are delivered or services are provided in accordance with the percentage of completion calculation. For revenue recognized ratably over the term of the contract, costs are recognized ratably over the term of the contract, commencing on the date of revenue recognition. At each balance sheet date, we review deferred costs, to ensure they are ultimately recoverable. Any anticipated losses on uncompleted contracts are recognized when evidence indicates the estimated total cost of a contract exceeds its estimated total revenue.

#### *Stock Based Compensation*

SFAS No. 123, "Accounting for Stock-Based Compensation," established and encouraged the use of the fair value based method of accounting for stock-based compensation arrangements under which compensation cost is determined using the fair value of stock-based compensation determined as of the date of the grant or the date at which the performance of the services is completed and is recognized over the periods in which the related services are rendered. The statement also permitted companies to elect to continue using the current intrinsic value accounting method specified in Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," to account for stock-based compensation to employees. Prior to the adoption of SFAS 123(R) we elected to use the intrinsic value based method for grants to our employees and directors and have disclosed the pro forma effect of using the fair value based method to account for our stock-based compensation to employees.

On December 16, 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123R (revised 2004), "Share-Based Payment" ("Statement 123R") which is a revision of SFAS No. 123.

Statement 123R supersedes APB opinion No. 25 and amends SFAS No. 95, "Statement of Cash Flows". Generally, the approach in Statement 123R is similar to the approach described in Statement 123. However, Statement 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro-forma disclosure is no longer an alternative. This statement does not change the accounting guidance for share based payment transactions with parties other than employees provided in SFAS No. 123(R). This statement does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans." On April 14, 2005, the SEC amended the effective date of the provisions of this statement. The effect of this amendment by the SEC is that the Company had to comply with Statement 123R and use the Fair Value based method of accounting no later than the first quarter of 2006. We implemented SFAS No. 123(R) on November 1, 2004 using the modified prospective method. The fair value of each option grant issued after November 1, 2004 will be determined as of grant date, utilizing the Black-Scholes option pricing model. The amortization of each option grant will be over the remainder of the vesting period of each option grant. We use the fair value method for equity instruments granted to non-employees and use the Black Scholes model for measuring the fair value. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the periods in which the related services are rendered.

#### *Income Taxes*

Deferred income taxes are provided using the asset and liability method for financial reporting purposes in accordance with the provisions of Statements of Financial Standards No. 109, "Accounting for Income Taxes". Under this method, deferred tax assets and liabilities are recognized for temporary differences between the tax bases of assets and liabilities and their carrying values for financial reporting purposes, and for operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be removed or settled. The effect on deferred tax assets and

liabilities of a change in tax rates is recognized in the consolidated statements of operations in the period that includes the enactment date.

*Purchase price allocation and impairment of intangible and long-lived assets*

Intangible and long-lived assets to be held and used, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amounts of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset, and its eventual disposition. Measurement of an impairment loss for intangible and long-lived assets that management expects to hold and use is based on the fair value of the asset as estimated using a discounted cash flow model.

We measure the carrying value of goodwill recorded in connection with the acquisitions for potential impairment in accordance with SFAS No. 142, Goodwill and Other Intangible Assets.” To apply SFAS 142, a company is divided into separate “reporting units,” each representing groups of products that are separately managed. For this purpose, we have one reporting unit. To determine whether or not goodwill may be impaired, a test is required at least annually, and more often when there is a change in circumstances that could result in an impairment of goodwill. If the trading of our common stock is below book value for a sustained period, or if other negative trends occur in our results of operations, a goodwill impairment test will be performed by comparing book value to estimated market value. To the extent goodwill is determined to be impaired, an impairment charge is recorded in accordance with SFAS 142.

## Results of Operations

### *Comparison of Six Months Ended April 30, 2007 compared to Six Months Ended April 30, 2006*

#### Introduction

Due to the acquisition of Martech Systems (Weymouth) Limited ("Martech"), a UK engineering services company, in June 2006 and the acquisition of Colmek in April 2007, the financial information presented for Coda Octopus for the six months ended April 30, 2007 (the "2007 Period"), includes activity in Martech and Colmek for the respective periods, combined with revenue, other income and SG&A expenses of Coda Octopus for the six months ended April 30, 2007. The financial information presented for the six months ended April 30, 2006 (the "2006 Period") does not include any revenues and expenses for Martech. As a result, the sharply increased revenues and expenses in the accompanying unaudited consolidated statements of operations in 2007 compared to those in 2006, may not be a meaningful comparison.

*Revenue*. Total revenue for the 2007 period and the 2006 period was \$4,934,714 and \$2,452,308, respectively, representing an increase of 102%. Compared with the 2006 Period, contributions from Martech were \$1,131,192, and from Colmek were \$120,454 in the 2007 Period. Therefore, there was a 50% increase in our original businesses. This was due to a strong demand for our traditional products in the geophysical and hydrographic survey markets. Gross margins were stronger in the 2007 Period at 55.2% compared with 52.6% for the 2006 Period reflecting increased sales of products, which have higher margins than our engineering business.

*Research and Development (R&D)*. R&D spending increased slightly to \$1,101,758 in the 2007 Period from \$1,097,070 in the 2006 Period as we continue to focus considerable effort into enhancing the Echoscope™ and releasing other products in our suite of marine geophysical offerings. In particular, work focused on delivering our Underwater Inspection System (UIS), a turnkey system built around the Echoscope™ platform.

*Selling, General and Administrative Expenses (SG&A)*. SG&A expenses for the 2007 Period increased to \$5,288,539 from \$3,247,453 during the 2006 Period. Of the 2007 Period costs, \$1,788,541 was attributable to non-cash charges relating to stock and options issued, compared to \$340,605 in the 2006 period, an increase of \$1,447,936. Excluding non-cash charges, the SG&A for the Period would have been around \$3.5 million, compared to around \$2.9 million, representing an increase over the prior year of around \$0.6 million, or 21.5%. Of this increase, around \$375,000 was due to the acquisition of Martech, and \$47,000 was due to the acquisition of Colmek, meaning core comparable expenses increased by around \$200,000, or 6.9% on the 2006 period.

Key areas of expenditure include wages and salaries, where we spent \$2,202,189 or 42% of our SG&A costs (2006 Period was \$1,210,630, or 37%); legal and professional fees, including accounting, audit and investment banking services, where we spent \$654,043, or 12% of our SG&A costs (2006 Period was \$548,109, or 17%); travel costs increased to \$262,704 (5% of SG&A) in 2007 from \$130,862 (4% of SG&A) in 2006; rent for our various locations increased to \$242,151 (5% of SG&A) in 2007 from \$86,330 (2.6% of SG&A) in 2006; and marketing decreased to \$126,428 (2% of SG&A) in 2007 from \$171,023 (5% of SG&A) in 2006.

*Other Operating Expenses*. We incurred costs of \$435,000 as non-recurring fees and expenses in connection with our financings, which are also included in our loss from operations, and shown separately under Other Operating Expenses. These fees covered equity fund raising during the 2007 period. There were no comparable fees incurred during 2006.

*Operating Loss*. As a result of the foregoing, the Company incurred a loss from operations of \$4,102,956 during the 2007 Period, compared to a loss from operations of \$3,053,981 during the 2006 Period. Removing non-cash expenses and non-recurring expenses, the comparison shows a loss from operations of \$1,879,415 for 2007 against a loss of \$2,713,375 for 2006, an improvement of \$833,960, or 30.7%.

*Interest Expense*. Interest expense for the 2007 Period increased to \$5,788,596 from \$146,633 during the 2006 Period. Of the 2007 number, \$5,429,784 was attributable to the valuation of warrants issued as part of our financing, booked as a financing charge and a non-cash item. Removing this item, the comparison shows \$358,812 for 2007 against the \$146,633 recorded in 2006, or an increase of \$212,179.

*Dividends and Other Stock Charges.* During the 2007 Period, dividends of \$314,778 were declared in the 2007 Period on preferred stock (most of the preferred stock was converted into common stock prior to the end of the 2007 Period), compared to \$79,650 in the 2006 Period. Also, series B preferred stock was redeemed at a premium of \$181,810, which was booked as a dividend in the 2007 Period. This took the net loss applicable to common shares to \$10,968,535 or \$0.38 per share for the 2007 Period (based on an average of 29,138,920 shares outstanding over the period) compared to a loss of \$3,279,760, or \$0.13 per share for the 2006 Period (based on an average of 23,795,553 shares outstanding over the period).

## **Liquidity and Capital Resources**

As of April 30, 2007 the Company had positive working capital of \$5,565,289. This was primarily due to the April 3, 2007 consummation of securities purchase agreements with a group of accredited individual and institutional investors providing for the sale and issuance of 13,280,000 shares of our common stock and five-year warrants to purchase 6,640,000 shares of common stock at \$1.30 per share and five-year warrants to purchase 6,640,000 shares of common stock at \$1.70 per share. Gross proceeds from the offering amounted to \$13,280,000. Also, in the period, we raised \$800,000 from the sale of preferred stock and warrants, with the preferred stock since converted into common stock. We also issued five-year warrants to purchase 2,120,800 shares of our common stock at \$1.00 per share as part of placement agent fees, with the sale of securities netting the company \$13,080,865 for the period.

The Company generated a deficit in cash flow from operations of \$5,145,468 in the 2007 Period. This deficit is primarily attributable to the Company's net loss from operations (excluding non-cash items) of \$1,879,415, with increases in inventory of \$604,375, accounts receivable of \$263,127, other receivables of \$308,621, and decreases in payables and accrued expenses of \$1,666,156 also contributing to this deficit.

Cash from the sale of our securities was also used in our investing activities, with \$114,582 spent on property, plant and equipment and patents in the 2007 Period. In addition, we acquired a business, Miller & Hilton, Inc. d/b/a Colmek Systems Engineering ("Colmek") for a cash outlay of \$800,000 during the period. During the period, \$1,066,447 of debt was also repaid, and \$1,818,082 of preferred stock was redeemed.

In May 2007, we entered into and consummated securities purchase agreements with a group of accredited individual and institutional investors providing for the sale and issuance of a further 1,745,000 shares of our common stock and five-year warrants to purchase 872,500 shares of common stock at \$1.30 per share and five-year warrants to purchase 872,500 shares of common stock at \$1.70 per share. Gross proceeds from the offering amounted to \$1,745,000. We also issued five-year warrants to purchase 279,200 shares of our common stock at \$1.00 per share as part of placement agent fees.

We agreed to file the registration statement of which this prospectus forms a part of the registration of the shares as well as the shares issuable upon exercise of the warrants within 45 days after the closing date of each of the offerings and cause it to be declared effective within 90 days after the closing date (135 days assuming a full review by the Securities and Exchange Commission). With the exception of one additional person having piggyback registration rights with respect to shares underlying 400,000 warrants that it received for services rendered, only investors who participated in this financing as well as the placement agent for the offering are having shares included in this prospectus. If the registration statement is not declared effective within the time period required, we must pay liquidated damages of 1.5% of the purchase price per month or part thereof up to a maximum of 24% in the aggregate of the purchase price paid. Such damages are payable in cash.

While we have raised capital to meet our working capital and financing needs in the past, additional financing is required in order to meet our current and projected cash flow requirements from operations and development. While we believe we have sufficient cash on hand as of April 30, 2007 to meet our working capital needs and requirements for the next twelve (12) months, we are seeking additional financing, which may take the form of debt, convertible debt or equity, in order to provide the additional working capital and funds for expansion. We currently have no commitments for financing. There is no guarantee that we will be successful in raising the funds required.

## ***Comparison of Fiscal Year Ended October 31, 2006 Compared to Year Ended October 31, 2005***

### **Introduction**

Due to the acquisition of Martech Systems (Weymouth) Limited ("Martech"), a UK company, in June 2006, the financial information presented for Coda for the year ended October 31, 2006, represents activity in Martech for the periods from the date of their acquisitions to the year ended October 31, 2006, combined with revenue, other income and S G & A expenses of Coda for year ended October 31, 2006. The financial information presented for the year ended October 31, 2005 does not include any revenues and expenses for Martech. Due to the disproportionate size of the revenues and expenses in the accompanying consolidated statements of operations in 2006 compared to those in 2005, comparisons between the two periods may not be meaningful.

*Revenue* . Total revenue for the year ended October 31, 2006 (the "2006 Period") and October 31, 2005 (the "2005 Period") was \$7,291,291 and \$4,288,416, respectively, representing an increase of 70%. During the 2006 Period, the Company entered the 3-D sonar business and enjoyed revenues of \$1,298,433 from the introduction and initial sale of seven Echoscope™ units to customers including the U.S. Navy and the U.S. Coast Guard. Sales of the Company's traditional marine product offerings grew by 38.5% to \$5,259,172 from \$3,795,914, driven by motion sensor sales, which grew by 296.6% over the year.

*Research and Development (R&D)* . R&D spending increased to \$3,130,821 in FY 2006, from \$1,044,695 in FY 2005 as we directed considerable additional effort into enhancing the Echoscope™ and releasing other products in our suite of marine geophysical offerings.

*Selling, General and Administrative Expenses (SG&A)* . SG&A expenses for the 2006 Period increased to \$7,453,946 from \$4,349,674 during the 2005 Period. The increase is attributable primarily to the following:

- an increase in the number of employees from 37 at October 31, 2005 to 77 at October 31, 2006;
- a dditional lease expense associated with Florida operations; and
- increased accounting, legal and related costs associated with the Company's efforts to establish and operate as a public company in the U.S.

All of these additional charges totaled \$1,750,685. In addition, non-cash charges for stock-based compensation totaled \$2,005,056, an increase of \$1,353,587 over the 2005 Period. Key areas of expenditure include wages and salaries, where we spent \$3,196,429, or 43% of our SG&A costs; legal and professional fees, including accounting, audit and investment banking services, where we spent \$1,272,086, or 17% of our SG&A costs; travel, where we spent \$397,137, or 5% of our SG&A costs; and marketing, where we spent \$315,265, or 4% of our SG&A costs.

As a result of limited capital resources in the past, our officers and key employees have received remuneration at levels below the prevailing market for such services. Commensurate with the increase in available cash flows from financing activities, our Compensation Committee recommended certain increases in the remuneration of the officers, key employees and the Board of Directors effective November 1, 2006 adjusting their compensation to what we believe to be market for similar services in the marketplace. The increase aggregated \$335,000 for a term of one year. In order to attract qualified individuals, we will have to offer compensation commensurate with a combination of experience and market conditions. Accordingly, the compensation cost obligations under current and future contracts with key employees and officers will have a material effect on our results of operations for the foreseeable future.

*Other Operating Expenses* . We incurred costs of \$447,750 as professional service and consulting fees in connection with our acquisition of Martech and related financing , which was charged to operations.

*Operating Loss*. As a result of the foregoing, the Company incurred a loss from operations of \$ 6,352,816 during the 2006 Period, as compared to a loss from operations of \$3,570,753 during the 2005 Period.

*Interest Expense* . Interest expense for the 2006 Period increased to \$1,203,690 from \$219,855 during the 2005 Period. The increase was primarily due to non-cash financing costs totaling \$784,873, which represent the beneficial conversion feature of warrants issued in connection with our financing.

During the 2006 period, the Company booked charges to represent the fair value of preferred stock and warrants sold within the year totaling \$4,536,844. Net loss applicable to common shares was (\$12,096,014) or (\$0.50) per share in FY 2006 as compared to a loss of (\$3,807,055), or (\$0.16) in FY 2005.

The following table sets forth the summary of the Company's results of operations for the years ended October 31, 2006 and 2005.

	2006	2005	% Increase (decrease)
Net revenue	7,291,291	4,288,416	70%
Cost of revenue	2,611,590	2,464,800	6%
<b>Gross profit</b>	<b>4,679,701</b>	<b>1,823,616</b>	<b>157%</b>
Research and development	3,130,821	1,044,695	200%
Selling, general and administrative expenses	7,453,946	4,349,674	71%
Other operating expenses	447,750	-	
Operating loss	(6,352,816)	(3,570,753)	78%
Other income (expense):			
Other income	3,012	1,319	128%
Interest expense	(1,203,690)	(219,855)	447%
Total other expense	(1,200,678)	(218,536)	449%
Loss before income taxes	(7,553,494)	(3,789,289)	99%
Provision for income taxes	(5,676)	(17,766)	(68%)
<b>Net loss</b>	<b>(7,559,170)</b>	<b>(3,807,055)</b>	<b>99%</b>
Preferred Stock Dividends:			
Series A	(309,914)	-	
Series B	(74,130)	-	
Beneficial Conversion Feature	(4,152,800)	-	
<b>Net Loss Applicable to Common Shares</b>	<b>(12,096,014)</b>	<b>(3,807,055)</b>	<b>218%</b>

## Cash Flow

*Operating Activities.* Net cash generated by operating activities for the year ended October 31, 2006 was \$121,807 compared with net cash used of \$3,569,924 for the year ended October 31, 2005. The key elements of this positive operating cash flow were a decrease in other receivables of \$2.26m, which was counterbalanced by an increase in accounts payable of \$1.86m and an increase in amounts due to related parties, which totaled \$523,076.

*Investing Activities .* Net cash used by investing activities for the year ended October 31, 2006 was \$1,103,621 compared with \$272,157 for the year ended October 31, 2005. This was primarily due to the acquisition of Martech for \$1,154,590.

*Financing Activities.* Net cash provided by financing activities for the year ended October 31, 2006 was \$2,378,108 compared with \$3,698,660 for the year ended October 31, 2005. This was primarily due to a repayment of loans of \$2,106,342 for the 2006 Period as opposed to proceeds from loans of \$2,898,126 for the 2005 Period. This was somewhat offset by an increase in the proceeds from the sale of stock to \$4,564,100 from \$800,534.

## Liquidity and Capital Resources

As of October 31, 2006, the Company had negative working capital of \$ 1,063,125. The Company generated a cash flow from operations of \$121,807 for the year ended October 31, 2006. This cash flow is primarily attributable to the Company's net loss from operations of \$6,352,816, adjusted for stock based compensation of \$2,005,056, and an increase in accounts receivable of \$2,260,315.

During April and May 2007, we entered into and consummated securities purchase agreements with a group of accredited individual and institutional investors providing for the sale and issuance of 15,000,000 shares of our common stock and five-year warrants to purchase 7,500,000 shares of common stock at \$1.30 per share and five-year warrants to purchase 7,500,000 shares of common stock at \$1.70 per share. Gross proceeds from the offering amounted to \$15,000,000. We also issued five-year warrants to purchase 2,400,000 shares of our common stock at \$1.00 per share as part of placement agent fees.



We agreed to file the registration statement of which this prospectus forms a part for the registration of the shares as well as the shares issuable upon exercise of the warrants within 45 days after the closing date of each of the offering and cause it to be declared effective within 90 days after the closing date (135 days assuming a full review by the Securities and Exchange Commission). Investors who participated in this financing and the placement agent for the offering are having shares included in this prospectus. In addition, we are including 400,000 shares issuable upon exercise of warrants that were issued for services rendered. If the registration statement is not declared effective within the time period required, we must pay liquidated damages of 1.5% of the purchase price per month or part thereof up to a maximum of 24% in the aggregate of the purchase price paid. Such damages are payable in cash.

While we have raised capital to meet our working capital and financing needs in the past, additional financing is required in order to meet our current and projected cash flow requirements from operations and development. While we believe we have sufficient cash on hand as of October 31, 2006 to meet our working capital needs and requirements for the next twelve (12) months, we are seeking additional financing, which may take the form of debt, convertible debt or equity, in order to provide the additional working capital and funds for expansion. We currently have no commitments for financing. There is no guarantee that we will be successful in raising the funds required.

Our plan to move from loss to profit is based upon intensifying our focus on port security. We believe that in the post 9/11 era there are significant growth opportunities available in the market segment in which we operate because of increased government expenditures aimed at enhancing security

In the short term, our plan involves, specifically:

- Continue to sell our current range of products into a mixture of commercial and government markets, increasing sales of these products over the course of this financial year - we are expecting previous growth trends broadly to continue over the course of the year;
- Start to sell complete turnkey systems based around our leading Echoscope™ 3-D technology, to open markets in law enforcement and inspection - a great deal of our R&D expenditure has been directed towards the launch of these systems earlier this year, and we expect to sell a small number of high-value systems before the end of the current financial year;
- Complete our first government sales in the US;
- Gain our first port security solution contracts through the provision of our unique 3-D technology and other products and services, enabling us to provide complete solutions;
- Integrate our latest acquisition, Colmek Systems Engineering, which will add to profitability this year through its current order book and performance;
- Reduce costs through the closure of at least one site this year in England, UK - this is close to completion;
- Reorganize our subsidiary operations to increase efficiency and reduce the need for additional staff recruitment through the remainder of the year;
- Continue to review and refocus our cost base where necessary to achieve a cost base commensurate with our current level of activity.

Through these measures, we aim to move from cash negative for last year and the first two quarters of this year to cash positive. We also aim to move from heavily loss-making for the past 18 months to profitability in the final two quarters of this year and at least break-even for the year, prior to any non-cash charges made to our income statement. Based on this, we aim to be profitable over the course of the next year. Although we intend to pursue our plans as set forth in the previous paragraph aggressively, there can be no assurance that we will be successful in our attempt to make the company profitable..

## **Inflation and Foreign Currency**

The Company maintains its books in local currency: US Dollars for its US operations, Pounds Sterling and Norwegian Kroner for its United Kingdom and Norwegian operations, respectively.

Until the beginning of this year, the Company's operations were conducted primarily outside the United States through its wholly-owned subsidiaries. As a result, fluctuations in currency exchange rates may significantly affect the Company's sales, profitability and financial position when the foreign currencies of its international operations are translated into U.S. dollars for financial reporting. In addition, we are also subject to currency fluctuation risk with respect to certain foreign currency denominated receivables and payables. Although the Company cannot predict the extent to which currency fluctuations may or will affect the Company's business and financial position, there is a risk that such fluctuations will have an adverse impact on the Company's sales, profits and financial position. Because differing portions of our revenues and costs are denominated in foreign currency, movements could impact our margins by, for example, decreasing our foreign revenues when the dollar strengthens and not correspondingly decreasing our expenses. The Company does not currently hedge its currency exposure. In the future, we may engage in hedging transactions to mitigate foreign exchange risk.

The translation of the Company's United Kingdom operation's pound sterling denominated balance sheets into U.S. dollars, as of October 31, 2006, has been affected by the weakening of the U.S. dollar against the pound sterling from \$1.76 as of October 31, 2005, to \$1.91 as of October 31, 2006, an approximate 8% depreciation in value. The average pound sterling /U.S. dollar exchange rates used for the translation of the United Kingdom operation's pound sterling denominated statements of operations into U.S. dollars, as of October 31, 2006 and 2005 were \$1.81 and \$1.83, respectively.

The translation of the Company's Norwegian operation's Kroner denominated balance sheets into U.S. dollars, as of October 31, 2006, has not been materially affected by the currency fluctuations of the U.S. dollar against the Kroner from \$0.154 as of October 31, 2005, to \$0.153 as of October 31, 2006, an approximate 0.7% change in value. The average Kroner /U.S. dollar exchange rates used for the translation of the Norwegian operation's Kroner denominated statements of operations into U.S. dollars, as of October 31, 2006 and 2005 were \$0.154 and \$0.155 respectively.

The impact of these currency fluctuations is shown below:

	<b>Pound Sterling</b>		<b>Norwegian Kroner</b>		
	<b>Actual</b>	<b>Constant</b>	<b>Actual</b>	<b>Constant</b>	<b>Total Effect</b>
	<b>Results</b>	<b>Rates</b>	<b>Results</b>	<b>Rates</b>	
Revenues	\$ 6,848,340	\$ 6,937,481	\$ 2,240,098	\$ 2,252,370	\$ 101,413
Costs	\$ 8,752,977	\$ 8,837,384	\$ 2,185,474	\$ 2,197,447	\$ 96,380
Profits/(Losses)	\$ (1,904,637)	\$ (1,900,097)	\$ 54,624	\$ 54,923	\$ 5,033
Assets	\$ 6,500,651	\$ 6,122,610	\$ 650,871	\$ 653,315	\$ (375,597)
Liabilities	\$ 4,590,339	\$ 4,254,795	\$ 373,426	\$ 375,548	\$ (333,422)
Net Assets/(Liabilities)	\$ 1,910,312	\$ 1,867,815	\$ 277,445	\$ 277,767	\$ (42,175)

This table shows that the effect of constant exchange rates, versus the actual exchange rate fluctuations, would have resulted in an increase in profits for the year of \$5,033 and a decrease in net assets of \$42,175. Both of these amounts are immaterial overall in our financial results.

It is the opinion of the Company that inflation has not had a material effect on its operations.

### Financing Activities

Since February 2005, we have raised approximately \$24,724,289 in cash through the issuance in private offerings at various times of shares of our common stock, and units consisting of shares of preferred stock and warrants to purchase common stock.

In February 2005, we issued a total of 1,000,000 shares of our common stock for a total cash consideration of \$800,534.

In October 2005, we issued to one investor a total of 15,000 Series A Preferred Stock (Sterling Denominated), since converted into 2,655,000 shares of common stock, for a total cash consideration of £1,500,000 equivalent to approximately \$2,655,000, based upon a conversion ratio of \$1.77 for each UK Pound at the time of the investment.

On April 30, 2006, we issued 2,377 shares of our Series A Preferred Stock to a group of individual investors for total cash consideration of \$407,100. An additional 4,943.88 shares of our Series A Preferred Stock were issued to various individuals as repayment of \$734,628 in debt. The aggregate value of these issuances was \$1,141,728 for a total of 7320.88 shares.

In June 2006, we issued to one institutional investor units consisting of 23,000 shares of our Series B Preferred Stock and two five-year warrants to purchase 4.6 million shares of our common stock at a price ranging from \$1.30 to \$2.00 per share for total cash consideration of \$2,300,000. Of these shares of Series B Preferred Stock, 4,819 were converted into 481,900 shares of common stock in April 2007 and 18,181 shares of Series B Preferred Stock were repurchased by us. These repurchased shares have now been cancelled.

In July 2006, we issued to two individual investors 820 shares of our Series A Preferred Stock for a total cash consideration of \$82,000. These have since been converted into 82,000 shares of our common stock.

From September 2006 through January 2007, we issued to one institutional investor units consisting 23,000 shares of our Series B Preferred Stock and four five year warrants to purchase 4.6 million shares of our common stock at a price ranging from \$1.3 to \$2.00 per share and 650,000 shares of our Common Stock for a total cash consideration of \$2,300,000. The 23,000 shares of Series B Preferred Stock were converted into 2,300,000 shares of our common stock in March 2007.

On October 31, 2006, we issued to one investor 500 shares of our Series A Preferred Stock for a total consideration of \$50,000. These have since been converted into 50,000 shares of our common stock.

In January 2007, we issued to one investor 3,000 shares of our Series B Preferred Stock plus five-year warrants to purchase 300,000 shares of our common stock at \$1.30 per share and five-year warrants to purchase 300,000 shares of our common stock at \$1.70 per share for a total cash consideration of \$300,000. The 3000 shares of Series B Preferred Stock have since been converted into 300,000 shares of our common stock.

In April 2007 we issued to an individual investor 25,000 shares of our common stock plus five-year warrants to purchase the same amount of shares of common stock (of which 12,500 may be purchased at \$1.30 and the balance at \$1.70 per share) for a total of \$25,000.

During April and May 2007, we issued to a group of investors a total of 15,000,000 shares of our common stock plus five-year warrants to purchase the same amount of shares of common stock (of which 7,500,000 may be purchased at \$1.30 and the balance at \$1.70 per share) for a total of \$15,000,000.

#### **Off-Balance Sheet Arrangements**

We do not have any off balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, revenues, results of operations, liquidity or capital expenditures.

## BUSINESS

### Overview

Coda Octopus Group, Inc. (“the Company”, “we” or “us”) is engaged in 3-D subsea technology and are the developer and patent holder of real-time 3-D sonar products which we expect to play a critical role in the next generation of underwater port security. We produce hardware, software and fully integrated systems which are sold and supported on a worldwide basis, with wide applications in two distinct market segments:

- marine geophysical survey (commercial), which focuses around oil and gas, construction and oceanographic research and exploration, where we market to survey companies, research institutions, salvage companies. This was our original focus, from founding in 1994. Our current products encompass geophysical data collection and analysis, through to printers to output geophysical data collected by sonar. We believe that our marine geophysical survey markets are experiencing rapid growth due to: 1) successful new product introductions in recent periods; 2) market-proximity benefits derived from 2004 relocation to the United States; 3) initial market penetration into new sub-sectors of the marine geophysical survey markets; 4) the high price of oil and gas in the past few years, resulting in unprecedented exploration and production activity.
- underwater defense/security, where we market to ports and harbors, state and federal government agencies and defense contractors. We started to focus on this market following the acquisition of OmniTech AS, a Norwegian company, in December 2002 (now operating under the name of Coda Omnitech AS), a Company which had developed a prototype system, the Echoscope™, a unique, patented instrument which supplies accurate three-dimensional visualization, measurement, data recording and mapping of underwater objects. We have recently completed developing and commenced marketing this first real time, high resolution, three-dimensional underwater sonar imaging device which we believe has particularly important applications in the fields of port security, defense and undersea oil and gas development.

In addition, through our two engineering services subsidiaries, Martech Systems (Weymouth) Ltd, based in Weymouth, England, UK, and Colmek Systems Engineering, based in Salt Lake City, Utah, US, we provide engineering services to a wide variety of clients in the subsea, defense, nuclear and pharmaceutical industries. These engineering capabilities are increasingly being combined with our product offerings, bringing opportunities to provide complete systems, installation and support.

For the foreseeable future, we intend to intensify our focus on port security. We believe that in the post 9/11 era there are significant growth opportunities available in that particular market segment because of increased government expenditures aimed at enhancing security. Specifically, we believe that we have the ability to capitalize on this opportunity as a result of:

- First mover advantage in 3-D sonar markets based on our patented technology, our research and development efforts and extensive and successful testing in this area that date back almost two decades as well as broad customer acceptance.
- Early recognition of need for 3-D real-time sonar in defense/security applications.
- Expansion into new geographies like North America and Western Europe.
- Expansion into new commercial markets like commercial marine survey with innovative products.

Further, we believe the Echoscope™ will transform certain segments of the sonar product market. In addition, 3-D sonar, currently in the early stages of adoption, has disruptive technology qualities as it has the ability to change industry standard practice in respect of the method for visualization and imaging of underwater objects and environment. Therefore, it will likely change who the suppliers into this market are as well as our market position and that of our competitors. We believe the market opportunity in underwater security and defense could grow at a rapid pace over the next several years.

We also believe that our two recent acquisitions and formation of our wireless video surveillance subsidiary strengthen our capabilities to produce comprehensive security and defense systems and provide new opportunity for us to expand our offerings.

### Corporate History

The Company began as Coda Technologies Ltd (now operating under the name of Coda Octopus Products Limited), a UK corporation which was formed in 1994 as a start-up company with its origins as a research group at Herriott-Watt University, Edinburgh, Scotland. Its operations consisted primarily of developing software for subsea mapping and visualization using sidescan sonar, a technology widely used in commercial offshore geophysical survey and naval mine-hunting to detect objects on, and textures of, the surface of the seabed. During the late 1990s we achieved significant market penetration in Europe and Asia, but this was difficult to replicate in the USA due to our being a UK based Company at that time, though we did have a US subsidiary which was established to market and sell our products in North America. The delay in effectively breaking into the US market severely limited our growth since this market constitutes the major portion of the worldwide market for geophysical and hydrographic survey. Management of Coda Technologies Ltd therefore embarked upon a program to expand its capabilities in growing the Company with a focus on strategic markets such as defense, homeland security and port security.

In June 2002, we acquired by way of merger Octopus Marine Systems Ltd, a UK corporation, and changed our name from Coda Technologies Ltd to Coda Octopus Ltd. At the time of its acquisition, Octopus Marine Systems was producing geophysical products broadly similar to those of Coda, but targeted at the less sophisticated, easy-to-use, work-horse market. It was also finalizing the development of a new motion sensing device (the "F180"), which was to be employed aboard vessels conducting underwater surveys to correct sonar measurement by providing precise positioning and compensation for vessel motion.

In December 2002, Coda Octopus Ltd acquired OmniTech AS, a Norwegian company, which became a wholly-owned subsidiary of the Company and now operates under the name CodaOctopus Omnitech AS. Before we acquired OmniTech, it had been engaged for over ten years in developing revolutionary sonar imaging and visualization technology to produce three-dimensional underwater images for use in the subsea construction industry. Marketed by us under the brand name "Echoscope", this technology is unique in that it delivers real time 3-D images and visualization with extremely accurate positioning. This is the subject matter of a patent in a number of jurisdictions, including the USA. This technology, which continues to be developed by our Research and Development team in Norway, allowed Coda Octopus to start to shift the original focus on hydrographic and geophysical survey to include port security and defense, with particular emphasis on the US market.

In July 2004, the shareholders of Coda Octopus Ltd exchanged their shares for shares in The Panda Project, Inc. ("Panda"), a publicly traded corporation which at the time had no assets, liabilities or business operations. As a result of such reverse acquisition, the shareholders of Coda Octopus became the owners of 90.9% of the outstanding shares of Panda. Upon completion of the exchange, the name of The Panda Project, Inc. was changed to Coda Octopus Group, Inc. and its state of incorporation was changed from Florida to Delaware. Panda had been incorporated in 1992, and prior to the share exchange, it had been engaged in the design, development and manufacture of interconnect solutions to generate greater throughput from silicon to board to system. By the end of 2000, it had disposed of all of its assets and liabilities and became a publicly traded shell corporation.

Following the reverse merger and in continuance of our program to capture more of the market in the United States and our focus on port security and defense, we established our headquarters in New York City. We have also subsequently, in May 2006, established a government relations office in Washington, DC.

In June 2006, we acquired a design and engineering firm, Martech Systems (Weymouth) Ltd ("Martech"), which provides high quality bespoke engineering solutions in the fields of electronic data acquisition, transmission and recording, and has links into our existing markets.

In November 2006, we established in New York City a key subsidiary, Innalogic Inc which provides encrypted wireless video surveillance products and data transmission capability.

In April 2007, we acquired a Utah-based engineering firm, Miller & Hilton, Inc. d/b/a Colmek Systems Engineering, which is a custom engineering service provider of subsea and other engineering solutions, particularly in the fields of data acquisition, storage and display. This company has particular links into the US defense industry, both directly and through its links with prime contractors.

Also in April 2007, we established an assembly and test facility in St. Petersburg, Florida, adding to our existing sales office there, which is where we will be building our Echoscope™ and derivative products from August 2007 onwards.

## **Strategy**

Having started as a products company, we have leveraged our capabilities, technology and market position to allow us to now provide complete systems, combining our subsea technology products, wireless data transmission products and processes, and engineering services. Our strategy is to continue to sell each of our products and services separately, but to increasingly combine our offerings into systems and move into provision of complete solutions, with special focus in the areas of defense, and port and coastal infrastructure security.

We expect increased sales of our current products and their derivatives, especially the Echoscope™ and UIS™ and comprehensive security systems to increase and account for significant growth over the next five years. In the Echoscope™ and UIS™, we have a unique product addressing a significant need in a niche sector of the port security, defense, and oil and gas industries, with potential to greatly enhance subsea visualization. We expect that the key element of our growth strategy will be dominated by our 3-D technology over the near future. Through our Government Relations department in Washington, DC, we have engaged a number of lobbying groups to address the different areas of government, ie. federal, state, government agencies and defense. In addition, we have technology affiliations with important and influential organizations such as Stanford Research International (SRI) and PCT, as described elsewhere in this document. We expect growth through both our own internal research and development of products and through strategically relevant acquisitions.

## **Operations**

We are structured as a holding company for a number of operating subsidiaries, providing corporate management, financing and legal services to group companies. As a public company, based in New York City, this is also our administrative center for our investors and shareholders. We currently operate through five separate subsidiary companies, which are described below.

### ***Coda Octopus Products Ltd***

Coda Technologies Ltd, a UK corporation, was formed in 1994 as a start-up company with its origins as a research group at Herriott-Watt University, Edinburgh, Scotland. Its operations consisted primarily of developing software for subsea mapping and visualization using sidescan sonar, a technology widely used in commercial offshore geophysical survey and naval mine-hunting to detect objects on, and textures of, the surface of the seabed. During the late 1990s we achieved significant market penetration in Europe and Asia, but this was difficult to replicate in the USA due to our being a UK based company at that time, though we did, and still do, have a US subsidiary which was established to market and sell our products in North America. The delay in effectively breaking into the US market severely limited our growth since such market constitutes the major portion of the worldwide market for geophysical and hydrographic survey. Management of Coda Technologies Ltd therefore embarked upon a program to expand its capabilities, expanding from the original focus on the survey, research, hydrography, and search and recovery sectors of the subsea imaging industry. Coda Technologies Limited has since changed its name to Coda Octopus Limited and more recently to Coda Octopus Products Limited. This company also has a sister company in the US, Coda Octopus, Inc., selling the same product range to the North American market.

The Company markets and sells a number of sonar-related products, focused on the marine hydrographic and geophysical survey markets (see 'Products and Services').

### ***Coda Octopus Omnitech AS***

Coda Octopus Omnitech AS is a Norwegian corporation. Coda Technologies Limited (now Coda Octopus Products Limited) acquired Coda Octopus Omnitech AS in 2002. At the time of its acquisition by Coda Technologies, OmniTech had been engaged for over ten years in developing sonar imaging technology to produce three-dimensional (3-D) underwater images for use in the subsea construction industry, which we have since our acquisition further developed and marketed as our flagship product "Echoscope" which produces and delivers real-time 3D images and visualization in subsea environments. The focus of Coda Octopus Omnitech operation is on research and development of this technology

### ***Martech Systems (Weymouth) Ltd***

Martech is a company incorporated under the laws of the UK operating under its own brand name in a very specialized niche of high quality design and manufacturing services to the UK defense, nuclear and pharmaceutical industries. We acquired this entity in June 2006. Its services are provided on a custom sub-contract basis where high quality and high integrity devices are required in very small numbers.

As a result of Martech's knowledge of the defense industry and the UK government procurement market place, the Company becomes aware of upcoming opportunities and which allows the Company to express interest and subsequently seek to be listed for the appropriate invitations to tender. The Company enjoys certain pre-approvals to allow it to be short-listed for certain types of Government work. Much of the more significant business gained by Martech is gained this way through the formal Government or government contractor tendering process.

### ***Innalogic, Inc.***

Co-located with our corporate headquarters at our 25<sup>th</sup> Street offices in Manhattan, Innalogic Inc., a Delaware corporation, provides wireless encrypted video surveillance products for commercial organizations and local and Federal government agencies. Innalogic is in the process of executing or has completed nine customer contracts, of which eight are for domestic organizations and one for an overseas customer. These range in value from \$40k to \$320k.

### ***Miller & Hilton, Inc. d/b/a Colmek Systems Engineering ("Colmek")***

Colmek, a Utah corporation which we acquired in April 2007, is a service provider of deep ocean and other engineering solutions, particularly in the fields of data acquisition, storage and display. Founded in 1977, it has grown and diversified since its inception and now provides services and products to a wide range of defense, research and exploration organizations. For more than a quarter century, Colmek has been solving system-critical problems for leading defense, research and exploration companies in the US. It designs, manufactures and supports systems that are reliable and effective in multiple military and commercial applications where ruggedness and reliability under extreme operational conditions are paramount and where lives depend on accurate and precise information.

## ***Port Security Group, Inc.***

We have recently formed this subsidiary to spearhead our drive into port and coastal infrastructure markets, selling our products, systems and solutions. This will be the key part of the Group through which we will focus our move into complete solutions, with the products and engineering services being provided to this company via our existing capabilities, to avoid duplication. Effectively, Port Security Group will be a bidding and project management company, providing solutions in partnership with other Group entities, as well as products and services from outside the Group.

We also own separate entities both in the United Kingdom and in the United States that are specifically designed to complete corporate acquisitions, Coda Octopus (UK) Holdings Ltd and Coda Octopus (US) Holdings, Inc.

## **Our Products**

Our products are marketed under two brands, **Coda™** and **Octopus™**. Coda brand products are high-end, enhanced, feature-rich products. They are designed to be used in the most exacting underwater survey requirements employing sidescan and sub-bottom data acquisition. The Octopus brand instruments are rugged, simple-to-use work-horse products employing sidescan and sub-bottom profiling. They are used by survey companies, navies and academic organizations, where simple installation and minimal training is required.

The products marketed under the Coda™ brand consist of the following:

### *Coda GeoSurvey Data Acquisition*

Our initial focus was the development of systems for use in geophysical services. This entails the visualization and analysis of the seabed which is performed in two forms: *sidescan* using a towfish which generates sonar signals allowing imaging of the seabed itself, highlighting different surface types, textures and objects, and *shallow seismic* which uses low frequency sonar to penetrate through the seabed generating data depicting the below seabed structure. This developed into the Coda GeoSurvey system which acquires both types of data, allowing digital storage of the data and further analysis within the software. This system was launched in 1995 and remains one of our core products. The system operates on both Windows and Linux operating systems and is usually supplied on ruggedized PC type hardware, and is designed to interface with most popular third-party sonar systems. Since developing the initial software, we have implemented a number of additional software modules to allow analysis of the data in a variety of ways. Today, Coda GeoSurvey is widely used throughout the world by commercial survey organizations and research institutes. Specific products include: the DA2000, for simultaneous acquisition of sidescan and shallow seismic data, the DA1000, for acquisition of either sidescan or shallow seismic data, and the DA500, a portable version of the DA1000. The price for this product ranges from \$2,400 to \$47,200 per unit.

### *Coda GeoSurvey Productivity Suite*

The GeoSurvey Productivity Suite is a software product enabling acquired sidescan and seismic data to be processed, cleaned, analyzed and interpreted for inclusion in reports and charts. GeoSurvey Productivity Suite comprises an integrated suite of software modules for different tasks according to the needs of the user and can be run on the same hardware as GeoSurvey Acquisition or on a standard PC or laptop. The end products are typically a cleaned image depicting the seabed and its surface features or its underlying layers and features, together with information such as co-ordinates, annotations and interpretations, for integration into geographical information systems. ("GIS"). The price for this product ranges from \$8,000 to \$46,000 per software module or bundle.

### *Coda Echoscope™*

The Echoscope™ is a unique sonar device which embodies a patented invention for a method of producing a 3-D Sonar Image that permits real time, three-dimensional viewing, imaging and data recording of underwater scenes and objects. The 3-D aspect enables the high resolution visualization to be performed from multiple perspectives. It is able to detect moving as well as fixed objects, and unlike optical sensors can detect and image objects in zero visibility water. Unlike conventional 2D sonars that generate narrow beams or fan shaped beams, the Echoscope™ uses advanced beam forming techniques to generate over 16,000 individual beams to create instantaneous high resolution 3-D images. The Echoscope™ is compact, measuring about the size of an average briefcase, thus enabling it to be used from small vessels. It is suitable for over-the-side or bow mounting on vessels of any size or on remotely operated underwater vehicles ("ROV") and autonomous underwater vehicles ("AUV"). The price for this product ranges from \$250,000 to \$340,000 per device depending on depth rating.

The Echoscope™ has a very wide range of applications including:

- inspection of harbor walls.
- inspection of ship hulls,
- inspection of bridge pilings;
- ROV navigation (obstacle avoidance);
- AUV navigation and target recognition (obstacle avoidance);
- construction - pipeline touchdown placement and inspection;
- obstacle avoidance navigation;
- bathymetry (measurement of water depth to create 3-D terrain models);
- monitoring underwater construction;
- underwater intruder detection;
- dredging and rock dumping;
- contraband detection;
- locating and identifying objects undersea, including mines.

Considerable interest in the Echoscope™ has been shown by the United States Coast Guard, NAVSEA, the Office for Naval Research (ONR), the Office for Naval Intelligence (ONI), the Department of Homeland Security and various other military agencies.

The Echoscope™, in its simplest form as a stand alone product, is priced at \$250,000. We have been delivered 12 of these to customers since its introduction. In addition, a number of our these are on long term rental in places like the Gulf of Mexico . Among the first purchasers have been United States naval agencies, the United States Coast Guard, research institutions and a construction company in Japan.

#### *Coda Underwater Inspection System (UIS)™*

The Coda Underwater Inspection System or UIS™ is the world's first, and we believe only, fully integrated high resolution real-time 3-D inspection system. It delivers precise and intuitive 3-D images in real-time, and is designed to inspect large areas with 100% coverage and 98% probability of detection. The UIS™ is built on the extensive knowledge gained in the development and testing of a Mobile Inspection Package which was developed in collaboration with the Center for Ocean Technology, University of South Florida, with funding from United States Office of Naval Research (ONR) and United States Coast Guard (USCG).

At the heart of every UIS™ is the unique Echoscope™ real-time 3-D sonar incorporating our cutting edge phased array technology to simultaneously generate over 16,000 beams. This results in an instant three dimensional sonar image where the position of every data point is accurately known, producing detailed images from a single sonar ping,

To ensure accurate positioning the Echoscope™ is integrated with the Octopus F180™ in the UIS™, giving series precision attitude and positioning. This provides absolute positioning at accuracies of up to 10cm (4"), with heading better than 0.05°. High accuracy is the key to ensuring that all data is correctly geo-referenced, enabling real-time mosaicing as well as quick relocation of areas of interest from previous inspections.

As part of a small boat package, the UIS™ includes a ruggedized digital video camera or optional night vision camera to provide a separate and immediately obvious above water reference. For remotely operated vehicle (ROV) installations, the latest laser scaling camera provides an accurate visual cross reference.

Depending on the application and platform, the UIS™ can be combined with a wide range of additional sensors and other sonars to create a fully integrated bespoke package. Centered around the unique and powerful Echoscope™ 3-D sonar, the integrated UIS™ solution offers significant advantages and superior performance over systems using 2D sonar, sector scan sonar, acoustic lens sonars or underwater video cameras alone.

The price for this product is approximately \$495,000.

Products marketed under the *Octopus®* brand consist of instruments and equipment which meet the requirements of all survey applications, from the smallest inshore surveys to rapid naval reconnaissance to large scale site investigations, and which have been used throughout the world. They include the following:



### *Octopus F180™ Precision Attitude & Positioning System*

The Octopus F180™ integrates GPS with aerospace motioning sensing devices (gyroscopes and accelerometers) to provide high-accuracy measurements of geographical position and motion in the most dynamic environment at sea, and includes position, heading, heave, pitch and roll as its primary outputs. The primary application is to compensate for the effects of motion on single beam and multibeam echosounders where it is critical to know where the instruments are pointing when depth soundings are being taken in order to ensure accuracy of depth and position.

Developed originally for motor sport (measuring vehicle motion and position) the F180™ is manufactured under license pursuant to which CodaOctopus has exclusive rights to the products so developed. Since its launch in August 2003, the F180™ has become a popular and well regarded sensor with a growing number of customers in the commercial marine survey industry around the world, because of its simplicity of operation and accuracy at a relatively low cost. Modifications and enhancements have resulted in a simple-to-use product that brings highly accurate positioning and motion data into extreme offshore conditions for precision marine survey applications. Variants within the F180™ series include the F190, exclusively configured for use ‘inland’, eg. within ports and harbors, and the F185, with enhanced precision positioning to 1cm accuracy. Also available is Octopus iHeave, a software product for dealing with long period ocean swell compensation, fully integrated with the F180™ series. The price for this product ranges from \$2,700 to \$112,000 per unit.

### *Octopus 760 Series Geophysical Acquisition System*

The 760 series is a range of geophysical data acquisition systems for sidescan sonar and shallow seismic profiling. In common with the Coda GeoSurvey product line, the Octopus 760 integrates with third party sonars and sensors to acquire, display and record data. However, it is designed to be simple to operate and requires minimal training. The 760series is a self contained instrument rather than software and a PC. There are four variants of the 760 series - the 760D which combines simultaneous acquisition of sidescan sonar and sub-bottom profiler; the 760S which provides ‘either/or’ sidescan sonar and sub-bottom profiler data acquisition; the 460+ for sidescan only; and the 360+ for shallow seismic only. There is also a variant of the 760 series, the 460P, which is re-packaged into a splash-proof hand-portable carry-case for operation in the most demanding of environments such as in small open boats. Combined with compact dual-frequency sidescan sonar and an optional battery pack, the 460P is also available as a complete portable sidescan sonar system and has been supplied to the British Royal Navy amongst other naval and commercial customers. The price for this product ranges from \$2,000 to \$43,000 per system.

### *Octopus 361/461 Analysis Software*

The 361/461 Analysis Software is a low-cost, reduced capability alternative to the Coda GeoSurvey Productivity suite, providing an entry level product for less demanding sidescan sonar and sub-bottom profiler users. The price for this product ranges from \$500 to \$10,000 per software bundle.

### *Octopus® Thermal Printers*

In June 2004, the Company acquired a thermal printer product line from Ultra Electronics plc, which we rebranded under the “Octopus” brand name. Octopus® printers are used to produce high quality grayscale continuous images onto thermal paper or film and are ideal for producing hard copy output of geophysical data and other continuous data. They are widely used in the geophysical survey industry in conjunction with other Coda and Octopus products, as well as in defense applications as part of surface ship and submarine detection systems. The price for this product ranges from \$100 to \$26,500 per printer.

## **Our Services**

With our recent acquisitions of Martech Systems (Weymouth) Limited and Colmek Systems Engineering, we have moved from being a pure “products” company to being a comprehensive provider of systems and solutions.

Both these entities focus on producing specific low volume, high value solutions, bringing Coda Octopus Group firmly into the services sector in the defense and homeland security markets. The addition of these design and “bespoking” capabilities to the Company’s Echoscope™ product set gives enormous added strength to the Business.

### *Martech*

Martech Systems, based in Weymouth on the South Coast of England, is a team of highly skilled and specialized electronic, software and mechanical design engineers providing bespoke design and manufacturing services. It operates in the very specialized niche of high quality design and manufacturing services mainly to the United Kingdom defense, nuclear and pharmaceutical industries. Its services are provided on a custom sub-contract basis where high quality and high integrity devices are required, but in quite small amounts, sometimes less than a dozen.

Accredited to ISO 9001-2000 and Tick-IT, Martech focuses on providing low risk, high integrity solutions to difficult engineering problems and applications where repeatability and reliability is of paramount importance.

An example of the type of business conducted by Martech is a contract with a prime defense contractor for the design and supply of special type test equipment (STTE), which cannot be purchased off the shelf since it is to be used to test equipment being newly developed. Martech has designed and built numerous items of STTE to support UK sonar systems. Another example of Martech's design and engineering services is the development of a ruggedized display unit in military vehicles capable of displaying variables such as wind speed, air temperature and humidity independent of the vehicle's computer.

In the past, the Company has also designed products such as an air traffic management software system, military sonar test equipment, and equipment for production testing of sensors used in blood analysis equipment. Contracts ranged in amounts between a few thousand dollars up to around a million dollars. The Company is currently bidding on and obtaining contracts in the \$500,000 - \$1,000,000 range in addition to continuing to seek smaller contracts. During the most recent fiscal year approximately 19% of Martech's revenues were generated through services performed for Canberra Harwell Ltd. In addition, approximately 14% of its sales were made to the Ministry of Defense or its subdivisions.

#### *Martech's Competition*

Martech's competition is from the larger contractors in the defense industry. Typical amongst these are Ultra Electronics, BAE Systems, and Thales, all of whom are also partners on various projects. Martech is like many smaller companies a competitor to its customers, who have in-house design facilities, and has to manage these relationships carefully.

#### *Martech's Strategy*

Martech's business strategy is to continue to grow profitably in its established niche. It has established credentials with many of the bigger industry players and is well known as a reliable contractor who delivers service and products to the high specifications involved in defense, nuclear and pharmaceutical industries. This business strategy has worked well, and should continue to work well in the foreseeable future.

A part of Coda Octopus Group, Inc strategy in acquiring Martech is that it will seek to utilize Martech's high quality design and manufacturing workforce in its pre-existing businesses. As a result of the implementation of this strategy, we recently moved the production and development of our printer range to Martech.

This acquisition provides Coda Octopus with a revenue generating company and an enhanced presence in the United Kingdom defense sector. It also provides Coda Octopus with a backbone of experienced technical resource founded on the requirement of producing high quality product that is resilient in adverse operating conditions.

In short Martech can provide Coda Octopus with the skills, practices and knowledge to expand its foothold in the UK defense sector and ensure that it can substantiate its credibility as a defense and homeland security supplier.

#### *Colmek*

Colmek operates in the same specialized niche of high quality design and manufacturing services as Martech but to the US defense sector mainly, though also in commercial sectors in the US. Its services are also provided on a custom sub-contract basis where high quality and high integrity devices are required.

An example of the type of business conducted by Colmek is a contract to produce a system to monitor the build-up of ice on the bows of oil tankers in use in the Barents Sea. Colmek staff developed a monitoring system using strain-gauge sensors, attached directly to the hull of the vessel. Environmental concerns were of paramount importance, as much of the monitoring equipment was to be located in the hull of the ship, where temperatures could drop well below the specifications of standard, off-the-shelf, equipment. Colmek created a system where the captain can monitor actual ice load as measured by the various strain-gauges on the ship's hull.

In the past, the Company has also been engaged on projects such as the design and production of a pipeline inspection vehicle and helicopter-based mine hunting system incorporating sonar, laser, and acoustic payload configurations. Contracts ranged in amounts from very low values to around \$1,000,000. For the future Colmek will seek the larger engagements in addition to continuing to seek smaller contracts. Colmek's revenues for the full year to October 31, 2006 were \$2,969,164.

Similarly to Martech, Colmek Systems Engineering intends to continue to grow in its existing established niche. It has long standing relationships with many of the major companies in the industry, such as Northrop Grumman and Raytheon. During the most recent fiscal year these companies accounted for approximately 41% and 30% of Colmek's sales, respectively. Colmek is a trusted supplier, as well as sometimes being a competitor to these big organizations. We trust that these long term relationships will continue to serve Colmek well.

We acquired Colmek for three reasons. First, for access to Colmek's customer base, both Government Agencies and the type of organization indicated above. We hope to realize synergies between Colmek's customers and the customers of the Company. The second reason was for the intrinsic skills and knowledge that Colmek staff can bring to bear on the Coda Octopus business. Third, for the synergies with our prior acquisition, Martech Systems, in the UK, essentially, a buy and build strategy, with basic business synergies to be gained between the two companies.

Thus, Colmek provides a growing revenue stream in the defense sector, opportunities for cross-selling, raw skills that can be applied across the Group, and the operating synergies to be gained between Martech and Colmek.

## **Research and Development**

The scientists and engineers who worked for OmniTech AS (now operating under the name of Coda Octopus Omnitech AS) have become the nucleus for our research and development center, based in Bergen, Norway. They also benefit from strong and long lasting links with the University of Bergen. We have also developed close links to the Center for Ocean Technology (COT), formerly based within the University of South Florida (USF) in St Petersburg, Florida, now part of Stanford Research International (SRI) at St Petersburg. Our strategic relationship with these institutions has facilitated the development of our UIS™ system to meet key requirements of government agencies such as the US Coast Guard.

In Bergen, we have two chief engineers, who between them led the hardware and software development of the Echoscope™, and three other engineers who support this activity, covering mechanical design and engineering and software.

The key drivers for our research and development activities are the lead we believe we have in 3-D acoustic imaging and which we aim to maintain over the coming years. Our aim and strategy is to stay at the forefront of this technology, allowing us to generate strong earnings growth from regular new products.

We have recently been investing over \$3 million annually in our research and development activities and expect to continue this level of investment during the current year in order to continue the current pace of research and development, as well as product and intellectual property rights development. Our products are developed in-house by our team of software design, hardware design and engineering, and support staff.

## **Production and Manufacturing**

Our production process consists of supply chain management, product assembly, testing and calibration. We do not undertake any metal fabrication or electronic circuit board manufacture and all components are manufactured outside of the Company, bought in as raw materials and then assembled into finished goods.

Assembly of our products is carried out in three places at present. Our data acquisition products and motion sensors are produced in the UK in our production facility, and distributed from there. Our printers are currently outsourced and produced on contract for us in Weymouth, though we are currently reviewing this arrangement with a view to taking this in house in the near future.

Our Echoscope™ product is currently produced in Bergen, Norway, where the Echoscope™ was originally developed, though this is only for the short-term. We have recently established an assembly facility in St Petersburg, Florida, where our Echoscope™ product will be assembled, tested, calibrated and supported to replace any manufacturing and support which is currently provided from Bergen, Norway.

## **Marketing**

We conduct worldwide sales and marketing through each company individually, with our Chief Commercial Officer coordinating sales and marketing efforts at Group level to gain synergies wherever possible, as well as national and international exposure for the Company and its capabilities. This structure provides dedicated sales effort in each of the Group companies. In each case each sales person is charged with selling that Company's products alone. The companies are staffed as follows:

- Coda Octopus Products - eight persons distributed between the UK and Florida, USA
- Martech Systems (Weymouth) - two full time and one part time based in Weymouth, UK
- Colmek Systems Engineering - one full time staff in Salt Lake City and one in Washington, DC
- Innalogic Inc - one staff member based in New York City, USA
- Port Security Group - currently being developed by Group-level staff
- Group level - two members of staff, based in New York City, USA

We plan to add, into the current structure, at least five more staff members during the current year, and in addition, we are planning to open sales offices in the Middle East and Far East.

Generally, our focus is on widening our market reach and selling broader services, systems and solutions within our existing customer base. Specifically, we have a key focus on Port and Harbor Security, leading with our flagship 3-D sonar product Echoscope™, and its added value derivative, the UIS™. Our marketing effort is dedicated to enhancing, reinforcing, and protecting the value of our lead in this huge emerging market, broadening out our current product and systems-based offerings to be able to offer complete solutions. However within that we have the following supporting marketing sub-strategies:

- Product: The extension of our product line (particularly Echoscope™) through adding value to produce higher added functionality products (eg. UIS™, the Company's Underwater Inspection System).
- Price: The maintenance and enhancement of profit margin through value add (as described above).
- Place: The use of strategic partnerships, at the higher value end of the market, particularly to provide solutions rather than product (eg. the provision, through partnership, of a complete port security solution to a major port), and the use of existing and new sales agents to provide sales leads for lower value but very important "pure" product sales.
- Promotion: The attendance and illustration of our capabilities at trade shows, use of customer mailing, advertising and trade public relations.

Each of the Group companies have a number of external agents and representatives, these are distributed globally for Coda Octopus Products, within the UK for Martech and within the USA for Colmek Systems Engineering, and Innalogic.

## **Suppliers**

Most of the materials and components used in our products are readily available in the market place and are delivered pursuant to simple purchase orders. We do not have long term supply contracts with our suppliers with the exception of a three year agreement with Oxford Technical Solutions dated July 1, 2006, pursuant to which that entity delivers licensed technology for use in our F180 product line. Other than this specific technology we are not dependent on any materials that could not be obtained from alternative sources if our current suppliers would cease to make deliveries to us for any reason.

## **Government Regulation**

Because of the nature of some of our products, they may be subject to United States and other export controls and may be exported outside the United States or the United Kingdom only with the required level of export license or through an export license exception.

In addition, as a provider for the U.S. Government we may be subject to numerous laws and regulations relating to the award, administration and performance of U.S. Government contracts, including the False Claims Act. Non-compliance found by any one agency could result in fines, penalties, debarment, or suspension from receiving additional contracts with all U.S. Government agencies. Given our dependence on U.S. Government business, suspension or debarment could have a material adverse effect on our business and results of operations.

## **Government Relations**

As government has become a primary focus of our marketing of the Echoscope™, we have established an office in Washington so that we can reach the different levels of government and have employed a very experienced individual to develop this presence. In addition, we have engaged a number of lobbying firms to assist us with this task:

- PMA Group, a lobbying firm based in Washington, DC, assists at a congressional level and has been employed by the Group for the past 18 months;
- CJ Strategies, a lobbying firm based in Washington, DC, is assisting in reaching the US Navy and has strong connections with the state of California;
- The Charles Group, a lobbying firm based in Washington, DC, is assisting in reaching the government agencies, such as the FBI, US Secret Service, DEA, etc.;
- The Johnson Group, a company based in Washington, DC, is assisting in reaching individual ports and other end-users, as well as helping with funding for these end-users from Homeland Security.

## **Intellectual Property**

The Coda Octopus technologies and products are underpinned by strong intellectual property rights including trademarks, copyrights and patents ("IPRS"). We are in the process of augmenting our IPRS portfolio, including rationalizing our brands, seeking to register in the US and other jurisdictions certain trademarks and the filing of a number of new patents in key areas of our business activities. We have a number of fundamental patents including a patent covering the stitching together of acoustic imagery (valid in the US, Europe, Australia and Norway). This covers the real time acoustic image generation element of what we do, and we believe it provides us with a competitive advantage.

Our patented inventions along with our strategy to enhance these are at the heart of the Company's strategy for growth and development. In recognition of this, the Company's Board has adopted for implementation by the Company a Corporate Patent Strategy. This provides for the effective management and organization of our patents and other intellectual property rights. The main goals of our Corporate Patent Strategy are to (i) protect value; (ii) create value and (iii) extract value. Protecting value entails implementing measures aimed at protecting the Company's existing patents and other intellectual property rights. Creating Value aims at, working closely with our Research and Development Division to remain at the forefront of 3-D Sonar Technology by ensuring that we make the necessary technological advancement in the market spaces in which we operate and obtain the right legal protection by filing quality new patents. Extract value entails ensuring that our Patents and other Intellectual Property Rights work for us and generate premium revenues.

In order to ensure the full and effective implementation of our Corporate Patent Strategy, a Patent Committee has been established, and the Board has approved a budget for fiscal year 2006-2007 of \$190,000 to fully support the strategy's implementation.

### *Patents*

We have been granted two patents:

- Patent No. 6,438,071 concerns the "Method for Producing a 3-D Image" and is recorded in the European Patents Register File #SH-44923; Australia #55375/99; Norway #307014 and US Patent Office # 6,438,071. This patent relates to the method for producing an image of a submerged object (3), e.g. a shipwreck or the sea bottom, comprising the steps of emitting acoustic waves from a first transducer toward a first chosen volume.
- Patent No. 6,532,192 concerns "Subsea Positioning System and Apparatus", recorded in the US Patent Office. This patent relates to subsea positioning system and apparatus.

### *Trademarks*

In marketing and branding our products and services we use the following registered and unregistered trademarks:

Coda <sup>TM</sup>  
 Octopus®  
 Octopus & Design <sup>TM</sup>  
 F-180 <sup>TM</sup>  
 Echoscope <sup>TM</sup>

In addition, we have registered the internet domain names "codaoctopus.com", "theportsecuritygroup.com", "3dsonar.com" and "portsecurity.com" with various ICANN-certified domain name registrars.

## **Competition**

We compete with numerous companies, some of which are much larger than we are with much greater financial, technical and human resources.

## *Products*

The sonar equipment industry is fragmented with several companies occupying niche areas, and we face specific competition from different competitors with respect to our different products. In the field of geophysical products Triton Imaging International, Inc., a California based company, and Oceanic Imaging Consultants, Hawaii, USA, dominate the market with an estimated 30% each of world sales, while we believe that we are just behind this with 25%.

In the field of motion sensing equipment, we believe that we have four principal competitors - TSS (International) Ltd in Watford, England which is focused on the mid-performance segments with about 30% of the world market; Ixsea, a French company which covers all segments, with about 25% of the market; Seatex, a Norwegian company, part of Kongsberg Simrad which has products across all segments, with about 20% of the market; and Applanix, a Canadian company, now part of Trimble which has one major product focused on the high end of the market, with about 15% of the market. We believe that our market share in the field of motion sensing equipment is only about 10% at present.

In the area of grayscale thermal printers, there are two companies besides us who compete in this small market. EPC Labs, Mass., USA, have around 40% of the market, mainly in the USA; iSys of Canada have around 20% of the market; we have around 40% of the market, mainly in Europe and Asia.

In the field of 3-D real time imaging, we believe that we have no direct competition at present since no other companies offer such a product. There is, however, no assurance that others will not enter this area with competing products.

We seek to compete on the basis of producing quality products employing cutting edge technology. We intend to continue our research and development activities to continually improve our products, seek new applications for our existing products and to develop new innovative products.

## *Services*

We are involved in custom engineering for the defense industry in the US, and for the defense, nuclear and pharmaceutical industries in the UK. The size of these companies means that there is significant competition provided by other small engineering contracting firms, but the largest competition comes from the decision by larger companies to proceed with a project in-house instead of outsourcing to a sub-contractor like Martech or Colmek. In essence, the potential of each company is determined by their ability to be known and trusted by potential clients, and the make or buy decisions made by those potential clients.

## **Employees**

As of the date hereof, we have 98 employees:

- 6 are employed in research and development in our Bergen facility
- 4 are employed in production, marketing and administration at our Oxford facility
- 21 are employed in software development, marketing and administration at our Edinburgh office
- 2 are employed in production at our Edinburgh facility
- 8 are employed in management and administration at our New York City office
- 6 are employed in product development, sales and support in New York City
- 3 are employed in sales and marketing at our Florida office
- 2 are employed in Government Relations at our Washington office
- 27 are employed in Martech in Weymouth, of which 24 are full time employees and 3 are part time (paid on an hourly basis)
- 19 are employed in Colmek in Salt Lake City, the main categories of employees being engineers and technician.

Seventy-Percent of our employees have a background in science, technology and engineering, with a substantial part being educated to degree and PhD level. We expect to relocate much of our senior management staff to the US over the next 6 -12 months. None of our employees are members of any union, and we have not experienced any labor difficulties in the past.

## **Description of Property**

New York City, New York, USA. Our corporate offices are located at 164 West 25<sup>th</sup> Street, 6<sup>th</sup> (6F) Floor, New York, NY 10001. We lease premises comprising 1,000 sq. ft pursuant to a renewable lease which expires on November 30, 2007. The lease provides for a monthly rental of \$2,500.

New York City, New York, USA. Our wholly owned subsidiary, Innalogic, Inc, has its business premises at 164 West 25<sup>th</sup> Street, 6<sup>th</sup> (6R) Floor, New York, NY 10001. It leases premises adjoining our corporate offices. These premises comprise 2,700 sq. ft. pursuant to a renewable lease which expires on November 30, 2007, at a rental of \$7,250 per month.

St Petersburg, Florida, USA . We lease 3,200 sq. ft. of business premises (comprising assembly, testing facilities and office space) located at 100 14<sup>th</sup> Avenue South, St Petersburg, Florida. The space houses our US Sales, Marketing and Production staff and is located close to the University of South Florida, which is convenient for conducting trials and demonstrations of our products. The lease, which is renewable at the option of the tenant, expires on March 31, 2008 and provides for a rental of \$44,940 per annum (excluding utilities).

Washington, DC, USA . We lease office premises located at 700 13<sup>th</sup> Street, N.W, Washington, D.C. 20005 (10<sup>th</sup> Floor). This space comprises 186 square feet and houses our Government Relations operations. The lease provides for a rental of \$854.37 per month and expires on January 31, 2012 but can be terminated by us with 30 days' notice at any point.

Salt Lake City, Utah, US A . Our wholly owned subsidiary, Miller & Hilton d/b/a Colmek Systems Engineering, leases 6,500 sq. ft. of business premises at 2001 South 3400 West, Salt Lake City, Utah comprising both office space, manufacturing and testing facilities. The lease provides for a monthly rental of \$3,795 (with an annual rental increase of 3%). The lease expires in April 2012.

Edinburgh, Scotland, UK . Our wholly owned UK subsidiary, Coda Octopus Products Limited, leases business premises comprising 4,099 sq. ft. and located at First Floor, Anderson House, Breadalbane Street, Edinburgh. The space comprises a main floor which houses sales and support staff and our software product development team. The building is located close to the Port of Leith and Firth of Forth, which is convenient for conducting trials and demonstrations of our products. The lease provides for an annual rental of £65,583.96 (equivalent to \$131,168 based on an exchange rate of \$2.00) and expires on September 26<sup>th</sup>, 2016. Pursuant to the provisions of the lease, we may terminate the lease without penalty on or after the fifth anniversary of the lease agreement, which is September 26<sup>th</sup>, 2011.

Edinburgh, Scotland, UK . Our wholly owned UK Subsidiary, Coda Octopus Products Limited, leases workshop and manufacturing facilities at Unit 3, Corunna Place, Edinburgh comprising 1,000 square feet and used as workshop space. The lease provides for a rental of £7,100 per annum (£591.66 per month - equivalent to \$1,183 based on an exchange rate of \$2.00) and expires on 31 July 2009.

Oxford, England, UK . Our UK wholly owned subsidiary, Coda Octopus Products Limited, also leases 2,500 sq. ft. of office and warehouse space in a small industrial park located in Suite 3, Business Centre, Castle Farm, Deddington, Oxfordshire. This space is all on one floor and houses production, inventory, marketing and administration. The location is convenient for access to the entire South of England and its transport connections. The lease provides for an annual rental of £26,000 (equivalent to \$52,000 based on an exchange rate of \$2.00) on a rolling monthly basis . Notice of surrender of the lease has been served and accepted by the landlord and we intend to vacate these premises by July 31, 2007.

Weymouth, England, UK . Our UK wholly owned Subsidiary, Martech Systems (Weymouth) Limited also leases business premises located at 14 Albany Road, Granby Industrial Estate, Weymouth, Dorset DT4 9TH comprising 5,000 sq. ft. This space comprises both office space and manufacturing and testing facilities. The lease provides for an annual rent of £29,984.74 (equivalent of \$59,969 based on an exchange rate of \$2.00) and expires on September 30, 2013. The lease provides for an annual rent increase of 3% of the last annual rent.

Bergen, Norway . Our Norwegian wholly owned Subsidiary, Coda Octopus Omnitech AS, leases an 800 sq. ft. of business premises directly on the waterway connected to Bergen harbor. These premises are located at Sandviksboder 77C, 5035 Bergen and houses our research and development team. They are well located for developing and testing new products, and for transport links to the rest of Europe. The lease provides for a rental of NOK 165,295 per annum (equivalent of \$27,808 based on an exchange rate of NOK 5.944 to \$1) and expires on July 1, 2008. In light of the newly acquired lease premises, within 6 months we will terminate the lease on these premises.

Bergen, Norway . Our Norwegian subsidiary, Coda Octopus Omnitech AS, also recently leased 2,370 sq. ft. of business premises in a recently refurbished maritime business center directly on the waterway connected to Bergen harbor. This will serve as our new Research and Development center with purpose-built laboratories for electronic and mechanical development.. The lease provides for a rental of NOK 440,500 per annum (equivalent of \$74,107 based on an exchange rate of NOK 5.944 to \$1) and expires in May 31, 2012. We have the option to terminate this after 5 years without incurring any penalties.

## **Legal Proceedings**

We are not currently subject to any legal proceedings that may have an adverse impact on our assets or results of operations.

## DIRECTORS AND EXECUTIVE OFFICERS

### Directors and Executive Officers

The following persons are our executive officers and directors as of the date hereof:

Name	Age	Position(s)
Jason Reid	41	President, Chief Executive Officer and Director
Paul Nussbaum	59	Chairman of the Board of Directors
Rodney Peacock	61	Director
Jody E. Frank	55	Chief Financial Officer
Blair Cunningham	38	Chief Technology Officer
Anthony Davis	41	Chief Commercial Officer
Frank B. Moore	72	Senior Vice President - Government Relations
Geoff Turner	54	Senior Vice President - Mergers and Acquisitions
Scott Debo	37	President and Chief Executive Officer, Colmek Systems Engineering

**Jason Reid** has served since June, 2004 as a director, President and Chief Executive Officer of Coda Octopus Group, Inc. Mr. Reid has been affiliated with Coda Octopus Products Ltd., the current key operating subsidiary, since 1994, initially as a founder and independent director and, since 2002, as Managing Director. Mr. Reid is a director of the Company's subsidiaries, Coda Octopus Products Ltd., Coda Octopus Omnitech AS (Norway), Coda Octopus, Inc., Innalogic, Inc., Port Security Group, Inc. and Martech Systems (Weymouth) Limited. He is also a director of Fairwater Holdings Ltd. and Fairwater Technology Group Ltd, a principal stockholder of the Company. He was a founding partner, in 1984, of Weight Management Group Ltd, a \$20m Scottish company which competes directly with Weight Watchers International, Inc., and which is market leader in Scotland. From 1992-2004, he was Managing Director of Weight Management Group Ltd, acquiring, in 2001, Green Meadow Foods Ltd, which distributed controlled dietary foods throughout Scotland to the major retail trade. In 2003, he oversaw the successful national UK launch of a new magazine title, published by Weight Management Group Ltd. He became a non-executive director of both companies when he assumed the role of President and CEO of Coda Octopus Group, Inc. in 2004. Between 1993 and 2004 he was also chairman of a software development company in Scotland, Softworks Business Systems Solutions Ltd., producing commercial software for public companies, including Bulthaup and Manchester Ship Canal, part of Peel Holdings plc. In 1997, he was a Director of William Grant Mining Ltd. In the past, he also served as a director of Slimmer Clubs Ltd.

**Paul Nussbaum** has served since January 2005 as Chairman of the Board of Directors of Coda Octopus Group, Inc. in a non-executive capacity. He is the chairman of the Waramaug Partners Group, a private real estate and special situations equity firm. He is the former Chairman Emeritus of Wyndham International, Inc., (NYSE:WYN), successor to Patriot American Hospitality, Inc. From 1991 to 1999 he served as a Founder, Chairman & Chief Executive Officer for the Patriot American Group of Companies, including Patriot American Hospitality, Inc., a paired share real estate investment trust which owned the Wyndham, Grand Bay, Malmaison, Summerfield Suites, and Clubhouse Inn proprietary hotel brands. From 1979 to 1991, Mr. Nussbaum served as chairman of the real estate practice group of Schulte Roth & Zabel, a law firm in New York. From 1971 to 1979, he was an associate and later a partner in the Dreyer & Traub law firm in New York. Mr. Nussbaum earned his B.A. degree from the State University of New York at Buffalo and his J.D. degree from Georgetown University Law Center.

**Rodney Peacock** has served as a Director of Coda Octopus Group, Inc. since January 2005. He has been Managing Director of Axiom Marketing & Management Ltd, a consultancy firm, since November 1997. From 1990 to 1997, he served as Joint Managing Director of the Brand Development Company and from 1985-90, Managing Director of NPL, an Addison Group Subsidiary. He was, from 1981-85, head of the Marketing Group of Arthur Young Consultancy and from 1976-81 General Manager, Retail Products Division of Tate & Lyle. From 1970-76, he served as Brand Group Manager of United Biscuits and from 1964 to 1970, Research Chemist of Ilford Films. Mr. Peacock received his BSc (Hons) in Physics and Chemistry from London University.

**Jody E. Frank** became the Chief Financial Officer of Coda Octopus Group, Inc. on July 16, 2007. He served as Senior Vice President of Investments for UBS Wealth Management from January of 2003 through June 2007 and has 28 years of years of experience in the financial services industry. He began his career at Prescott Ball & Turben in 1979 and thereafter worked as a Financial Advisor at Shearson Lehman Brothers and CIBC Oppenheimer. He has served on the Board of Directors of two public companies and has been instrumental in formulating business plans for several private corporations and numerous business ventures. During 1985-1995 he served on the board of directors of publicly-held Peoples Telephone Inc. He received his BA degree from the University of Rochester, and his MBA in Finance from Rutgers University.

**Blair Cunningham** has served as Chief Technology Officer of Coda Octopus Group, Inc. since 2005 and Technical Manager of Coda Octopus Products Ltd between July 2004 and July 2005. Mr. Cunningham is also a Director of the Company's subsidiaries, Martech and Coda Octopus (UK) Holdings Limited. From March 1992 to present he has served as a Director of Softworks Business Systems Solutions Ltd, an Aberdeen, Scotland based software company which developed turnkey software solutions for large public companies. From 1990-92, Mr. Cunningham was an Analyst/Programmer with Weight Management Group Ltd, Aberdeen. Mr. Cunningham received an HND in Computer Science in 1989 from Moray College of Further Education, Elgin, Scotland.



**Anthony Davis** has served as Chief Commercial Officer of Coda Octopus Group, Inc. since July 2005. Previously, he served as Business Development Manager of Coda Octopus Products Ltd from 2002-04, prior to which he was a Sales Manager between 1998 and 2002. Mr. Davis is also a Director of the Company's subsidiaries, Martech and Coda Octopus (UK) Holdings Limited. He was a Project Manager from 1996 to 1998 at Cable & Wireless Marine, Chelmsford, England and Survey Manager in Abu Dhabi for NPCC from 1994 to 1996. He served as a Project Geophysicist in Singapore for Ocean Science International from 1992 to 1994, as an Offshore Geophysicist for NESI in Delft from 1990-91 and as a Logging Engineer for Schlumberger in Aberdeen from 1987 to 1990. He earned his BSc Geology & Geophysics at Edinburgh University in 1987.

**Frank B. Moore** has served as Senior Vice President, Government Relations of Coda Octopus Group, Inc. since May 2006. Mr. Moore will also be a Director of our key subsidiary, Colmek. Since December, 2001, Mr. Moore has served as Chairman of Ulysses Financial, a company engaged in private equity financing. Between January 1977 and January 1981, Mr. Moore served as Assistant to the President of the United States. His chief responsibility was the Administration's relations with Congress. Mr. Moore reported directly to the President and also worked on international matters such as the Panama Canal Treaty and the Strategic Arms Limitations Talks (S.A.L.T. II). Prior to his position in the White House, Mr. Moore served as Assistant, and later as Chief of Staff, to the Governor of Georgia, Jimmy Carter. Between July, 1982 and September, 1998, Mr. Moore was Vice President for Government Affairs and Public Policy for Waste Management. Mr. Moore earned his BBA from the University of Georgia and completed the Advanced Management Program at Harvard Business School.

**Geoff Turner** has served as Senior Vice President, Mergers and Acquisitions of Coda Octopus Group, Inc. since May 2006. Previously, he served as a consultant from November 2005 to April 2006 through his consultancy company Taktos Limited. Mr. Turner is also a Director of the Company's subsidiaries, Martech and Coda Octopus (UK) Holdings Limited. He has been involved in the IT industry for over 30 years, in both technical and commercial roles. He spent the 13 years up to 1999 with GE Information Services (& International Network Services), the then global market leader in Electronic Commerce, where he was Director of Business Development for Europe, Middle East and Africa. During this time, in addition to his business development roles he held posts as Software Products Director, and in global channel sales management. Since leaving GE in 1999, Mr. Turner has been involved as a shareholder and a consultant through Taktos Limited in a number of businesses ranging from financial services businesses to a provider of supply chain management software.

**Scott DeBo** who is employed by our key subsidiary Colmek Systems Engineering ("Colmek"), has been President and CEO of Colmek since June 2001. With a background in finance, marketing and management, Mr. DeBo has improved and created new opportunities for Colmek through the development of a focussed marketing effort combined with increased focus on reducing cost per job taken on by Colmek, creating an activity based costing system and guiding the Company through various quality improvements including ISO-9001; 2000 compliancy and Raytheon Six Sigma training. Prior to working for Colmek, Mr. DeBo was Director of Government Relations for Arcanys Inc. from March 2000 until March 2001, and he was Project Manager for Evergreen Development from January 1999 to March 2000. Mr. DeBo holds a Masters Degree in Business Administration in both private and public management from Williamette University as well as a Bachelor of Science Degree from Oregon State University. Prior to receiving his MBA, Mr. DeBo was Director of Operations for an adventure travel provider, and worked as a foreign market entry consultant for several firms. Mr. DeBo also works a NCAA Division 1 men's basketball official.

All directors of the Company are elected at its annual meeting of stockholders to hold office until the next annual meeting of stockholders and until their successor is elected and qualified, or until such director's earlier death, resignation or removal. All officers of the Company serve at the pleasure of the Board, subject to their contractual rights.

#### ***Removal of Directors***

The Company's Certificate of incorporation provides that any director or all the directors of a single class (but not the entire board of directors) of the Company may be removed, at any time, but only for cause and only by the affirmative vote of the holders of at least 2/3 of the voting power of the outstanding shares of capital stock of the Company entitled to vote generally in the election of directors cast at a meeting of the stockholders called for that purpose. Notwithstanding the foregoing, whenever the holders of any one or more series of preferred stock of the Company shall have the right, voting separately as a class, to elect one or more directors of the Company, the preceding provisions shall not apply with respect to the director or directors elected by holders of preferred stock.

### ***Audit Committee***

Our Audit Committee was established on May 31, 2006 pursuant to our Audit Committee Charter. The Audit Committee's purpose is:

- Being directly responsible for the appointment, compensation and oversight of the independent auditor, which shall report directly to the Audit Committee, including resolution of disagreements between management and auditors regarding financial reporting for the purpose of preparing or issuing an audit report or related work.
- oversee management's preparation of the Company's financial statements and management's conduct regarding the accounting and financial reporting processes;
- oversee management's maintenance of internal controls and procedures for financial reporting;
- oversee the Company's compliance with applicable legal and regulatory requirements, including without limitation, those requirements relating to financial controls and reporting;
- oversee the independent auditor's qualifications and independence;
- oversee the performance of the independent auditors, including the annual independent audit of the Company's financial statements;
- prepare the report required by the rules of the SEC to be included in the Company's proxy statement; and
- discharge such duties and responsibilities as may be required of the Audit Committee by the provisions of applicable law or rule or regulation of the American Stock Exchange and the Sarbanes-Oxley Act of 2002.

The members of the Audit Committee are Paul Nussbaum, who serves as Chairman and Rodney Peacock, each of whom is an "independent director" under the standards of Item 7(d)(3)(iv) of Schedule 14A of the Securities Exchange Act of 1934, as amended. Mr. Nussbaum is our "audit committee financial expert" as defined by Section 407 of the Sarbanes-Oxley Act of 2002. We believe that the composition of our Audit Committee meets the requirements for independence under the current requirements of the Sarbanes-Oxley Act of 2002 and SEC rules and regulations. We believe that the functioning of the Audit Committee complies with the applicable requirements of the Sarbanes-Oxley Act of 2002, as well as SEC rules and regulations.

### ***Compensation Committee***

On October 19, 2004, we established a Compensation Committee. The Compensation Committee, which is made up of Messrs Nussbaum and Peacock, is responsible for, among other things, reviewing and evaluating all compensation arrangements for the executive officers of the Company and administering the Company's 2004 Employees, Directors, Officers and Consultants Stock Option and Stock Award Plan (the "2004 Plan"), as well as the Company's fiscal 2006 Employees, Directors, Officers and Consultants Stock Option and Stock Award Plan (the "2006 Plan").

## EXECUTIVE COMPENSATION

The Summary Compensation Table shows certain compensation information for services rendered for the fiscal years ended October 31, 2006 and 2005 by our executive officers. Other than as set forth herein, no executive officer's salary and bonus exceeded \$100,000 in any of the applicable years. The following information includes the dollar value of base salaries, bonus awards, the number of stock options granted and certain other compensation, if any, whether paid or deferred. Conversion rates for 2006, 2005 of one UK Pound were \$1.7842, \$1.8457, respectively. Other annual compensation consisted of car allowances, re-location expenses, disability payments, health insurance and/or pension benefits. Other annual compensation consisted of car allowances, re-location expenses, disability payments, health insurance and/or pension benefits.

**Summary Compensation Table\***

Name and Principal Position	Year	Salary (1)	Bonus	Restricted	Option	All Other	Total
				Stock			
		(\$)	(\$)	Awards	Awards	Compensation	
				(\$)	(\$ (2)	(\$)	(\$)
Jason Reid							
President and Chief Executive Officer	2006	250,000	-0-	\$100,000(8)	-0-	12,667	362,667
	2005	215,047	-0-	-0-	\$107,060(3)	-0-	322,107
Blair Cunningham	2006	144,072	-0-	\$43,750(9)	-0-	20,249	208,071
Chief Technology Officer	2005	154,317	-0-	-0-	\$53,530(4)	19,299	227,146
Anthony Davis	2006	163,796	-0-	\$43,750(10)	-0-	10,858	218,404
Chief Commercial Officer	2005	134,836	-0-	-0-	\$40,148(5)	-0-	174,984
Geoff Turner (5)	2006	178,000	-0-	-0-	-0-	-0-	178,000
Senior Vice President, M&A	2005	29,667	-0-	-0-	\$58,285(6)	-0-	87,952
Frank Moore (5)							
Senior VP Government Relations	2006	75,000	-0-	\$31,250(11)	\$37,001(7)-	2,500	145,751

\* In accordance with the rules promulgated by the Securities and Exchange Commission, certain columns relating to information that is not applicable have been omitted from this table.

- (1) A portion of these amounts were paid in UK Pounds (the conversion rate used in this table for these amounts is \$1.8457 per UK Pound).
- (2) Amount represents the aggregate grant date fair value computed in accordance with Statement of Financial Accounting Standards No. 123R, "Share-Based Payment" ("SFAS 123R"). Information regarding the assumptions made in the valuation reported and material terms of each grant are incorporated herein by reference from "Note 4 Capital Stock" to our Consolidated Financial Statements for the Year Ended October 31, 2006.
- (3) Comprising 400,000 options valued based on the date of issue using Black Scholes method and booked in our accounts as an expense.
- (4) Comprising 200,000 options valued based on the date of issue using Black Scholes method and booked in our accounts as an expense.
- (5) Comprising 150,000 options valued based on the date of issue using Black Scholes method and booked in our accounts as an expense.
- (6) Comprising 150,000 options valued based on date of issue using Black Scholes method and booked in our accounts as an expense.
- (7) Comprising 150,000 options valued based on date of issue using Black Scholes method and booked in our accounts as an expense.
- (8) Comprising 140,000 shares valued at \$100,000
- (9) Comprising 50,000 shares, half of which is valued at \$0.50 and half at \$1.25
- (10) Comprising 50,000 shares, half of which is valued at \$0.50 and half at \$1.25
- (11) Comprising 25,000 shares valued at \$1.25

**OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END 2006\***  
**Option Awards**

Name (a)	Number of Securities Underlying Unexercised Options (#) Exercisable (b)	Number of Securities Underlying Unexercised Options (#) Unexercisable (c)	Option Exercise Price (\$) (e)	Option Expiration Date (f)
Jason Reid <i>President and Chief Executive Officer</i>	268,000	132,000**	\$ 1.00	May 2010
Blair Cunningham <i>Chief Technology Officer</i>	134,000	66,000**	\$ 1.00	May 2010
Anthony Davis <i>Chief Commercial Officer</i>	100,500	49,500**	\$ 1.00	May 2010
Geoff Turner <i>Senior Vice President M&amp;A</i>	100,500	49,500***	\$ 1.00	November 2010
Frank Moore <i>Senior VP Government Relations</i>	100,500	49,500****	\$ 1.00	May 2011

\* In accordance with the rules promulgated by the Securities and Exchange Commission, certain columns relating to information that is not applicable have been omitted from this table.

\*\* All options disclosed in this column have since vested and are currently exercisable.

\*\*\* Options vest November 1, 2007.

\*\*\*\* Options vest May 1, 2008.

**DIRECTOR COMPENSATION\***  
**(During Last Completed Fiscal Year)**

Name (a)	Fees Earned or Paid in Cash (\$) (b)	Stock Awards (\$) (c)	Option Awards (\$) (d) (4)	Total (\$) (j)
Paul Nussbaum	\$ 25,000(2)	\$ 25,000(5)	\$ 75,000	\$ 125,000
Rodney Peacock	15,000(3)	15,000(6)	50,000	80,000
William Ahearn (1)	-0-	-0-	-0-	

\* In accordance with the rules promulgated by the Securities and Exchange Commission, certain columns relating to information that is not applicable have been omitted from this table.

- (1) William Ahearn died on June 15, 2006 and all information is through that date. This table reflects his compensation as a director only. Mr. Ahearn received compensation in his capacity as SVP Research and Development.
- (2) Consists of an annual retainer in the amount of \$40,000 and \$2,500 per board meeting attended. Half of these amounts is payable in the Company's Stock
- (3) Consists of an annual retainer in the amount of \$20,000 and \$2,500 per board meeting attended. Half of these amounts is payable in the Company's Stock.
- (4) Options issued in 2006 have an exercise price of \$1.50 per share.
- (5) Consist of 20,000 shares.
- (6) Consist of 12,000 shares.

Pursuant to Agreements dated January 26, 2005 with our non-employee directors, Paul Nussbaum and Rodney Peacock, each receives a fee of \$2,500 per board and committee meeting attended (which amount was increased to \$3,750 per meeting starting November 1, 2006) and are reimbursed for expenses incurred in connection with attending board and committee meetings. Our board chairman receives an annual retainer of \$40,000 and Mr. Peacock receives an annual retainer of \$20,000. Messrs. Nussbaum and Peacock received 100,000 shares and 150,000 shares, respectively, on January 26, 2005. On the same date, each director also received five-year options to purchase 200,000 shares of our common stock, exercisable at \$1.00 per share. Messrs. Nussbaum and Peacock will receive options to purchase 75,000 shares and 50,000 shares, respectively, at the first board meeting in each fiscal year, at an exercise price to be established by the Board. Each director is also entitled while serving as a director and for a period of three years thereafter, to participate in directors and officers liability insurance and to indemnification of all costs and expenses, including cost of legal counsel, selected and retained by the director, in connection with any action, suit or proceeding to which the director may be a party by reason of the director, acting in such capacity. All options granted to Messrs. Nussbaum and Peacock terminate at such time as the individual is no longer serving as a director.

The Compensation Committee awarded the following increases on November 1, 2006 (i) fees for each board and committee meeting to \$3,750. Mr. Nussbaum was also awarded an increase on annual retainer of \$5,000 making his current annual retainer \$45,000 and similarly Mr. Peacock was awarded an increase on his annual retainer of \$5,000 making his current annual retainer of \$25,000. Both Mr. Nussbaum and Mr. Peacock payments made under the retainers are half cash and half common stock.

### **Employment Agreements**

#### *Jason Reid*

On April 1, 2005, the Company entered into an Employment Agreement with Jason Reid. The Agreement commenced on April 1, 2005 and has an indefinite term until terminated pursuant to said Agreement. Mr. Reid agreed to serve as President and Chief Executive Officer. Pursuant to said Agreement, we are paying Mr. Reid a base annual salary of \$250,000 from April 1, 2005 through October 31, 2006. Thereafter, Mr. Reid shall be entitled to receive an annual cash and stock incentive bonus for each fiscal year based upon a level of accomplishment of management and performance objectives as established by the Compensation Committee subject to a minimum bonus of \$50,000 for the preceding year on the basis that the Employment Agreement is renewed after each one year term. At its meeting held in October 2006 and in accordance with its remit the Compensation Committee approved an increase in the base annual salary to \$350,000 effective 1 November 2006. The bonus stipulated for 2005-06 was waived.

At the end of each quarter during the contract, Mr. Reid shall be entitled to receive a restricted stock grant of \$25,000 paid in common stock. The value shall be calculated using the average closing price for each trading day in that quarter unless in the opinion of the Compensation Committee the market for the Company's common Stock lacks sufficient liquidity to establish a market price in which event the value for the common stock for that quarter will be \$1.00 per share. Mr. Reid is entitled to 40 business days vacation for each calendar year, reimbursement for business expenses, entitled to directors and officers liability insurance during his employment with the Company and for a period of three years after termination, is entitled to receive up to \$15,000 for relocation expenses to New York and up to \$850 per month in lieu of specific reimbursement expenses for use of a personal vehicle and indemnification to the maximum extent permitted by law against all costs and expenses incurred by him, including cost of his legal counsel. Mr. Reid is also entitled to participate in all Company life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He shall also be entitled to, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

#### *Anthony Davis*

On July 1, 2005, the Company entered into an Employment Agreement with Anthony Davis. The Agreement commenced on July 1, 2005 and has an indefinite term until terminated pursuant to said Agreement. Mr. Davis agreed to serve as Senior Vice-President, Commercial Division (now Chief Commercial Officer). Pursuant to said Agreement, we are paying Mr. Davis a base annual salary of approximately \$150,000, which is subject to increase at the discretion of the Compensation Committee. In addition, Mr. Davis is entitled to receive an annual cash and stock incentive bonus for each fiscal year based upon a level of accomplishment of management and performance objectives as established by the Compensation Committee. At its meeting held in October 2006 and in accordance with its remit the Compensation Committee approved an increase in the base annual salary to \$175,000 effective 1 November 2006.

Mr. Davis is entitled to receive 50,000 shares of the Company's common stock for services performed through October 31, 2006 and thereafter \$12,500 of common stock paid quarterly. Mr. Davis is entitled to 35 business days vacation for each calendar year, reimbursed for business expenses, entitled to directors and officers liability insurance during his employment with the Company and for a period of three years after termination, shall receive a mutually agreed upon amount of relocation expenses to New York and either provided with a vehicle or up to \$5,000 per annum in lieu of specific reimbursement expenses for use of a personal vehicle and indemnification to the maximum extent permitted by law against all costs and expenses incurred by him, including cost of his legal counsel. Mr. Davis is also entitled to participate in all Company life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He shall also be entitled to, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

### *Blair Cunningham*

On July 1, 2005, the Company entered into an Employment Agreement with Blair Cunningham. The Agreement commenced on July 1, 2005 and has an indefinite term until terminated pursuant to said Agreement. Mr. Cunningham agreed to serve as Senior Vice-President, Products Division (now Chief Technology Officer). Pursuant to said Agreement, we are paying Mr. Cunningham a base annual salary of approximately \$150,000, which is subject to increase at the discretion of the Compensation Committee. Mr. Cunningham shall be entitled to receive an annual cash and stock incentive bonus for each fiscal year based upon a level of accomplishment of management and performance objectives as established by the Compensation Committee. At its meeting held in October 2006 and in accordance with its remit the Compensation Committee approved an increase in the base annual salary to \$175,000, effective 1 November 2006.

Mr. Cunningham is entitled to receive 50,000 shares of the Company's common stock for services performed through October 31, 2006 and thereafter \$12,500 of common stock paid quarterly. Mr. Cunningham is entitled to 40 business days vacation for each calendar year, reimbursed for business expenses, entitled to directors and officers liability insurance during his employment with the Company and for a period of three years after termination, shall receive a mutually agreed upon amount of relocation expenses to New York and either provided with a vehicle or up to \$5,000 per annum in lieu of specific reimbursement expenses for use of a personal vehicle and indemnification to the maximum extent permitted by law against all costs and expenses incurred by him, including cost of his legal counsel. Mr. Cunningham is also entitled to participate in all Company life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He shall also be entitled to, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

### *Frank B. Moore*

On May 1, 2006, the Company entered into an Employment Agreement with Frank B. Moore. The Agreement commenced on May 1, 2006 and has an indefinite term until terminated pursuant to said Agreement. Mr. Moore agreed to serve as Senior Vice-President, Government Relations. Pursuant to said Agreement, we are paying Mr. Moore a base annual salary of approximately \$150,000, which is subject to increase at the discretion of the Compensation Committee. Mr. Moore shall be entitled to receive an annual cash and stock incentive bonus for each fiscal year based upon a level of accomplishment of management and performance objectives as established by the Compensation Committee. At its meeting held in October 2006 and in accordance with its remit the Compensation Committee approved an increase in the base annual salary to \$175,000 effective 1 November 2006.

Mr. Moore is entitled to receive 25,000 shares of the Company's common stock for services performed through October 31, 2006 and thereafter \$12,500 of common stock paid quarterly. Mr. Moore is entitled to 30 business days vacation for each calendar year, reimbursed for business expenses, entitled to directors and officers liability insurance during his employment with the Company and for a period of three years after termination, shall be provided with either a vehicle or paid up to \$5,000 per annum in lieu of specific reimbursement expenses for use of a personal vehicle and indemnification to the maximum extent permitted by law against all costs and expenses incurred by him, including cost of his legal counsel. Mr. Moore is also entitled to participate in all Company life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He shall also be entitled to, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

### *Geoff Turner*

On November 1, 2006, the Company entered into a one year Consulting Agreement with Taktos Ltd., a United Kingdom corporation owned by Geoff Turner. The Agreement requires Taktos Ltd. to provide the services of Geoff Turner during the term of the Agreement to provide the following services:

- assist management with the analysis and implementation of its business plan;
- explore acquisitions, strategic alliances, partnering opportunities and other cooperative ventures within and without its present industry focus;
- evaluate possible acquisition and strategic partnering candidates;
- evaluate merger and acquisition strategies, including the evaluation of targets and the structuring of transactions; and
- advise and consult with executive officers with respect to any of the above described matters.

The Company is paying approximately \$178,000 per annum to the consultant for providing the services of Mr. Turner. Consultant is also entitled to reimbursement of travel and other expenses. Pursuant to a separate option agreement with Mr. Turner who serves as an executive officer, the Company has granted him five year options to purchase 150,000 shares of common stock with 34% having vested on November 1, 2005 and with 33% vesting on each of November 1, 2006 and 2007. He is also entitled to directors and officers liability insurance during his tenure as an executive officer with the Company and for a period of three years after termination. The Remuneration Committee approved in October 2006 the renewal of this contract and approved an increase in the compensation package paid for the services of Mr. Turner and with effect from 1 November 2006 we are paying Taktos Limited \$175,000 for his services.

#### *Scott DeBo*

On April 6, 2007, our key subsidiary, Colmek Systems Engineering, entered into an Employment Agreement with Mr. Scott DeBo. The Agreement commenced on April 6, 2007 and has an indefinite term until terminated pursuant to said Agreement. Mr. DeBo agreed to serve as President and Chief Executive Officer of Colmek. Pursuant to said Agreement, we are paying Mr. DeBo a base annual salary of approximately \$135,000 which is subject to increase at the discretion of the Compensation Committee. He is also entitled to certain incentive bonus for each fiscal year based upon certain performance related measures such as revenues and net profits achieved in the fiscal year by Colmek and ascertained from Colmek audited financials for the fiscal year in question.

Mr. DeBo is entitled to receive \$40,000 shares of the Company's common stock for services performed and a company car. He is entitled to 35 business days vacation for each calendar year, reimbursed for business expenses, entitled to directors and officers liability insurance during his employment with the Company and indemnification to the maximum extent permitted by law against all costs and expenses incurred by him, including cost of his legal counsel. Mr. DeBo is also entitled to participate in all Colmek's life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He shall also be entitled to, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

#### *Jody Frank*

The Company has entered into an Employment Agreement with Jody Frank to act as our Chief Financial Officer. The term of the Agreement commenced on July 16, 2007 and has an indefinite term until terminated pursuant to the terms of the Agreement. During the first two years of the Agreement, either party may only terminate the Employment Agreement for cause. Mr. Frank agreed to serve as Chief Financial Officer. Pursuant to said Agreement, we will be paying Mr. Frank a base annual salary of approximately \$350,000, which is subject to increase at the discretion of the Compensation Committee. Mr. Frank will also be entitled to receive annual cash and stock incentive bonus for each fiscal year based upon a level of accomplishment of management and performance objectives as established by the Compensation Committee.

During the term of the Employment Agreement, Mr. Frank is also entitled to receive annually 50,000 shares of the Company's common stock for services rendered distributed quarterly. Mr. Frank is entitled to 30 days vacation for each calendar year, reimbursement for business expenses, and entitled to directors and officers liability insurance during his employment with the Company and for a period of three years after termination. The Company will also reimburse Mr. Frank for up to \$5,000 per annum in lieu of specific reimbursement expenses for use of a personal vehicle. In addition, Mr. Frank is also entitled to participate in all Company life, health and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits extended by the Company as a matter of policy to its executive employees. He is also entitled, at the Company's cost, to the benefit of a disability insurance policy or plan during his employment.

#### *Termination provisions of the Employment Agreements of Messrs. Reid, Davis, Moor, Cunningham and DeBo*

With the exception of the employment agreement between the Company and Mr. Jody Frank, under which neither party may terminate the agreement without cause for the first two years, the Company may terminate Executive's employment at any time upon 90 days prior written notice, if such termination is for cause as defined in the Agreement. Executive may terminate his or her Employment Agreement without good reason upon giving the Company 90 days written notice or at the Company's sole discretion, it may substitute 90 days salary in lieu of notice. Executive may also terminate his or her Employment Agreement upon written notice to the Company for good reason as defined in the Agreement. His or her Employment Agreement shall also terminate upon his or her death or, upon 30 days prior written notice of his or her disability, which lasts for a period of at least 90 days. In the event Executive's employment is terminated for cause or without good reason, Executive shall be entitled to the following ("Minimum Termination Pay and Benefits"):

- the unpaid portion of his or her base salary;
- reimbursement for out-of-pocket expenses;
- continued insurance benefits to the extent required by law;
- payment of any vested but unpaid rights as required by any bonus or incentive pay or stock plan or any other employee benefit plan; and
- any unpaid bonus or incentive compensation that was approved (except in the case of termination for cause).

In the event his or her termination is by the Company without cause or by Executive for good reason, he or she shall be entitled to the Minimum Termination Pay and Benefits in addition to the following:

- a lump sum payment equal to one times the sum of (x) the Executive's then current Base Salary and (y) the greater of (A) the average of the Executive's bonuses (taking into account a payment of no bonus or a payment of a bonus of \$0) with respect to the preceding three fiscal years (or the period of the Executive's employment if shorter), (B) the Executive's bonus with respect to the preceding fiscal year and (C) in the event that such termination of employment occurs before the first anniversary of the Commencement Date, the Executive's annualized projected bonus for such year (the "Severance Payment"). The Severance Payment shall be paid to the Executive within 60 days following the Date of Termination;
- continued payment by Coda Octopus for life, health and disability insurance coverage and salary and other benefits for the Executive and the Executive's spouse and dependents for one year following the Date of Termination to the same extent that Coda Octopus paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage, provided that if any such insurance coverage shall become unavailable during the one year period, Coda Octopus thereafter shall be obliged only to pay to the Executive an amount which, after reduction for income and employment taxes, is equal to the employer premiums for such insurance for the remainder of such severance period; and
- vesting as of the Date of Termination in any unvested portion of any stock option, restricted stock and any other long term incentive award previously issued to the Executive by Coda Octopus. Each such stock option must be exercised by the Executive within 180 days after the Date of Termination or the date of the remaining option term, if earlier.

#### *Termination Following Change in Control*

If during the employment period and within 12 months following a change in control as defined in the Employment Agreement, Coda Octopus (or its successor) terminates the Executive's employment without cause or the Executive terminates his or her employment for Good Reason, or the Executive, by notice given during the 90 day period commencing on the three-month anniversary of the date of the Change in Control (the "Notice Period"), terminates his or her employment for any reason, which termination shall be effective on the last day of the Notice Period, the Executive shall be entitled to receive the same termination pay and benefits as if he or she were terminated by the Company without cause or by the Executive for good reason, plus a Tax Gross-up Payment. In the event that any termination payment or any insurance benefits, accelerated vesting, pro-rated bonus or other benefit payable to the Executive (under the Employment Agreement or otherwise), constitute "parachute payments" within the meaning of Section 280G (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended (the "Code") and are subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Code ("the Excise Tax"), then Coda Octopus shall pay to the Executive an additional amount (the "Gross-Up Amount") such that the net benefits retained by the Executive after the deduction of the Excise Tax (including interest and penalties) and any federal, or local income and employment taxes (including interest and penalties) upon the Gross-Up Amount shall be equal to the benefits that would have been delivered hereunder had the Excise Tax not been applicable and the Gross-Up Amount not been paid.

#### *Termination Provisions of Consulting Agreement Geoff Turner*

Consulting Agreement with Taktos Limited under which the services of Mr. Turner are provided stipulates that the agreement is for a fixed period of one year and, unless renewed by mutual consent, terminates thereafter.



## **Stock Option Plans**

### *2004 Plan*

In October 2004, the Board approved and on June 27, 2006, the stockholders ratified the Company's 2004 Employees, Directors, Officers and Consultants Stock Option and Stock Award Plan (the "2004 Plan"), which provides for, among other things, the award of up to 2,500,000 shares of Common Stock.

Pursuant to the 2004 Plan, officers, employees, directors and consultants of the Company and certain of its subsidiaries are eligible to receive awards of stock options and restricted stock. Options granted under the 2004 Plan may be or non-qualified stock options ("NQSOs"). Restricted stock may be granted in addition to or in lieu of any other award made under the 2004 Plan.

The maximum number of shares of Common Stock reserved for the grant of awards under the 2004 Plan is 2,500,000. Such share reserves are subject to further adjustment in the event of specified changes to the capital structure of the Company. The shares may be made available either from the Company's authorized but unissued capital stock or from capital stock reacquired by the Company.

The Compensation Committee of the Board of Directors administers the 2004 Plan. Subject to the provisions of the plan, the Compensation Committee will determine the type of awards, when and to which executives awards will be granted, the number of shares covered by each award and the terms, provisions and kind of consideration payable (if any), with respect to awards. The Compensation Committee may interpret the plan and may at any time adopt such rules and regulations for the plan as it deems advisable, including the delegation of certain of its authority. In determining the persons to whom awards shall be granted and the number of shares covered by each award, the Compensation Committee takes into account the duties of the respective persons, their present and potential contributions to the success of the Company and such other factors as the Compensation Committee deems relevant.

The Compensation Committee may provide for the payment of the option price in cash, by delivery of common stock having a fair market value equal to such option price, by delivery of options or warrants having an intrinsic value equal to such option price or by a combination thereof or by any other method. Options granted under the 2004 Plan will become exercisable at such times and under such conditions as the Compensation Committee shall determine.

The Board of Directors may at any time and from time to time suspend, amend, modify or terminate the 2005 Plan; provided, however, that, to the extent required by any other law, regulation or stock exchange rule, no such change shall be effective without the requisite approval of the Company's stockholders. In addition, no such change may adversely affect an award previously granted, except with the written consent of the grantee.

The Company has issued all the options allowable under the 2004 Plan and all of said options are Non-qualified options. As stockholder approval of the 2004 Plan was not obtained within one year of Board approval, as required under the Internal Revenue Code of 1986, as amended, no stock options can be granted in the future under the 2004 Plan.

### *2006 Plan*

On March 2, 2006, the Board approved and on June 27, 2006, the stockholders ratified the Company's 2006 Employees, Directors, Officers and Consultants Stock Option and Stock Award Plan (the "2006 Plan"), which provides for, among other things, the award of up to 2,500,000 shares of Common Stock.

Pursuant to the 2006 Plan, officers, employees, directors and consultants of the Company and certain of its subsidiaries are eligible to receive awards of stock options and restricted stock. Options granted under the 2006 Plan may be ISOs or non-qualified stock options ("NQSOs"). Restricted stock may be granted in addition to or in lieu of any other award made under the 2006 Plan.

The maximum number of shares of Common Stock reserved for the grant of awards under the 2006 Plan is 2,500,000. Such share reserves are subject to further adjustment in the event of specified changes to the capital structure of the Company. The shares may be made available either from the Company's authorized but unissued capital stock or from capital stock reacquired by the Company.

The Compensation Committee of the Board of Directors administers the 2006 Plan. Subject to the provisions of the plan, the Compensation Committee will determine the type of awards, when and to which executives awards will be granted, the number of shares covered by each award and the terms, provisions and kind of consideration payable (if any), with respect to awards. The Compensation Committee may interpret the plan and may at any time adopt such rules and regulations for the plan as it deems advisable, including the delegation of certain of its authority. In determining the persons to whom awards shall be granted and the number of shares covered by each award, the Compensation Committee takes into account the duties of the respective persons, their present and potential contributions to the success of the Company and such other factors as the Compensation Committee deems relevant.

An option may be granted on such terms and conditions as the Compensation Committee may approve, and generally may be exercised for a period of up to ten years from the date of grant. Generally, ISOs will be granted with an exercise price at the minimum equal to the "Fair Market Value" on the date of grant. In the case of ISOs, certain limitations will apply with respect to the aggregate value of option shares which can become exercisable for the first time during any one calendar year, and certain additional limitations will apply to ISOs granted to "Ten Percent Stockholders" of the Company (as defined in the 2006 Plan). The Compensation Committee may provide for the payment of the option price in cash, by delivery of common stock having a fair market value equal to such option price, by delivery of options or warrants having an intrinsic value equal to such option price or by a combination thereof or by any other method. Options granted under the 2006 Plan

will become exercisable at such times and under such conditions as the Compensation Committee shall determine.

The Board of Directors may at any time and from time to time suspend, amend, modify or terminate the 2006 Plan; provided, however, that, to the extent required by any other law, regulation or stock exchange rule, no such change shall be effective without the requisite approval of the Company's stockholders. In addition, no such change may adversely affect an award previously granted, except with the written consent of the grantee.

As of May 1, 2007, we had granted non-qualified options to purchase an aggregate of 3,430,000 shares of its common stock at exercise prices ranging from \$1.00 per share to \$1.50 per share, of which 2,826,000 have vested.

#### **Section 16(a) Beneficial Ownership Reporting Compliance**

Our common stock is not registered under the 1934 Act. Therefore, none of our executive officers, directors and all persons who own more than ten percent of our common stock was required to comply with Section 16(a) filing requirements during the relevant time periods.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information as of July 20, 2007 regarding the beneficial ownership of our Common Stock, based on information provided by (i) each of our executive officers and directors; (ii) all executive officers and directors as a group; and (iii) each person who is known by us to beneficially own more than 5% of the outstanding shares of our Common Stock. The percentage ownership in this table is based on 48,109,656 shares issued and outstanding as of July 17, 2007.

Unless otherwise indicated, the address of each beneficial owner is in care of the Company, 164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10001. Unless otherwise indicated, we believe that all persons named in the following table have sole voting and investment power with respect to all shares of Common Stock that they beneficially own.

Name and Address of Beneficial Owner (1)	Amount and Nature of Beneficial Ownership of Common Stock (2)	Percent of Common Stock
Jason Reid (3)	23,695,112	49.3%
Paul Nussbaum (4)	497,247	1.0%
Rodney Peacock (5)	459,165	*
Blair Cunningham (6)	472,412	*
Anthony Davis (7)	370,412	*
Frank B. Moore (8)	245,412	*
Geoff Turner (9)	170,412	*
Scott Debo (10)	139,358	*
Jody Frank (11)	175,000	*
Vision Opportunity Master Fund Limited (12) 317 Madison Avenue, Suite 1220 New York, NY 10017	4,762,855	9.9 %
<b><i>All Directors and Executive Officers as a Group (eight persons):</i></b>	<b>26,224,530</b>	<b>54.3%</b>

\* Less than 1%.

(1) Unless otherwise indicated, the address of all individual and entities listed below is c/o Coda Octopus Group, Inc., 164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York NY 10001.

(2) The number of shares indicated includes (i) shares issuable upon the exercise of outstanding stock options or warrants held by each individual or group to the extent such options and warrants are exercisable within sixty days of July 20, 2007 and (ii) shares of restricted stock, including restricted stock awards issuable within 60 days of July 20, 2007.

(3) Includes the following: (i) 400,000 shares issuable upon exercise of options, (ii) 19,515,084 shares and 2,746,418 shares issuable upon exercise of warrants held by Fairwater Technology Group Ltd., of which Mr. Reid may be deemed to be a control person, and (iii) 280,720 shares and 50,000 shares issuable upon exercise of warrants held by Softworks Business Systems Solutions Limited, of which Mr. Reid may be deemed to be a control person; includes 511,266 shares held by Mr. Jason Reid, and (iv) includes 172,540 held by Mr. Reid's wife and (v) includes 19,084 shares earned during the quarter ended April 30, 2007 that have not been issued to date.

(4) Includes 200,000 shares issuable upon exercise of options.

(5) Includes 200,000 shares issuable upon exercise of options.

(6) Includes 200,000 shares issuable upon exercise of options and 50,000 shares held by Softworks Limited of which Mr. Cunningham is a director.

(7) Includes 150,000 shares issuable upon exercise of option.

(8) Includes 150,000 shares issuable upon exercise of options and includes 11,927 shares earned during the quarter ended April 30, 2007 that have not been issued to date.

(9) Includes 150,000 shares issuable upon exercise of options.

(10) Includes 80,000 shares issuable upon exercise of options.

(11) Consist of shares issuable upon exercise of options. Does not include 350,000 shares issuable upon options, 175,000 of which will vest in March 2008, and the balance of which will vest in March 2009.

(12) Includes 397,955 shares issuable upon exercise of warrants. Does not include 8,802,045 additional shares issuable upon exercise of warrants that it is not permitted to exercise under the terms of the warrants. The warrants contain a provision that limits exercise of the warrants to the extent that its ownership percentage would exceed 9.9% of our issued and outstanding common stock of the Company. Adam Benowitz, portfolio manager, has investment and dispositive power of the shares held by this entity.

## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

### Market Information

Our common stock is currently traded in the pink sheets under the symbol CDOC. We intend to take the necessary steps to have our common stock included for quotation on the OTC Bulletin Board. However, there can be no assurance that our stock will be accepted for quotation.

The following table shows the reported high and low closing bid quotations per share for our common stock based on information provided by the Pink Sheets Quotation Service. Particularly since our common stock is traded infrequently, such over-the-counter market quotations reflect inter-dealer prices, without markup, markdown or commissions and may not necessarily represent actual transactions or a liquid trading market.

Year Ended October 31, 2005	HIGH	LOW
First Quarter	1.05	0.35
Second Quarter	1.01	0.30
Third Quarter	1.01	0.35
Fourth Quarter	0.75	0.30
Year Ended October 31, 2006	HIGH	LOW
First Quarter	0.65	0.45
Second Quarter	0.75	0.40
Third Quarter	1.40	0.65
Fourth Quarter	1.50	1.00
Year Ended October 31, 2007	HIGH	LOW
First Quarter	1.55	0.72
Second Quarter	1.70	1.05

### Number of Stockholders

As of July 20, 2007, there were approximately 569 holders of record of our common stock.

### Dividend Policy

Historically, we have not paid any dividends to the holders of our common stock and we do not expect to pay any such dividends in the foreseeable future as we expect to retain our future earnings for use in the operation and expansion of our business.

## SELLING STOCKHOLDERS

The following table presents information regarding the selling stockholders.

Selling Stockholder	Shares Beneficially Owned Prior to Offering*	Shares to be Sold in Offering	Shares Beneficially Owned After Offering	Percentage Beneficial Ownership After Offering
JMG Capital Partners, LP (1)	2,000,000	2,000,000	-0-	n/a
JMG Triton Offshore Fund, Ltd. (2)	2,000,000	2,000,000	-0-	n/a
MM & B Holdings, a California general partnership (3)	2,000,000	2,000,000	-0-	n/a
IRA FBO J. Steven Emerson Rollover II Pershing LLC as Custodian (4)	1,600,000	1,600,000	-0-	n/a
IRA FBO J. Steven Emerson Roth Pershing LLC as Custodian (4)	1,300,000	1,300,000	-0-	n/a
Emerson Partners (4)	400,000	400,000	-0-	n/a
J. Steven Emerson Investment Account (4)	500,000	500,000	-0-	n/a
JMB Capital Partners Master Fund, L.P. (5)	4,000,000	4,000,000	-0-	n/a
The Jay Goldman Master L.P. (6)	500,000	500,000	-0-	n/a
Woodmont Investments, Ltd. (6)	500,000	500,000	-0-	n/a
John B. Davies	200,000	200,000	-0-	n/a
Steven B. Dunn	500,000	500,000	-0-	n/a
The Muhl Family Trust, Phillip E. Muhl & Kristin A. Muhl TTEE DTD 10-11-95	200,000	200,000	-0-	n/a
Apex Investment Fund, Ltd. (7)	1,000,000	1,000,000	-0-	n/a
G. Tyler Runnels or Jasmine Niklas Runnels TTEES The Runnels Family Trust DTD 1-11-2000	300,000	300,000	-0-	n/a
TRW Capital Growth Fund, LP (8)	300,000	300,000	-0-	n/a
Joseph H. Merback & Tema N. Merback Co-TTEE FBO Merback Family Trust UTD 8-30-89	200,000	200,000	-0-	n/a
B & R Richie's (9)	100,000	100,000	-0-	n/a
Charles B. Runnels Family Trust DTD 10-14-93 Charles B. Runnels & Amy Jo Runnels TTEES	50,000	50,000	--0-	n/a
Karen Kang	20,000	20,000	-0-	n/a
Christopher G. Niklas	20,000	20,000	-0-	n/a
Newberg Family Trust UTD 12/18/90	800,000	800,000	-0-	n/a
John W. Galuchie, Jr. & Marianne C. Galuchie Trustees Galuchie Living Trust DTD 9/11/00	20,000	20,000	-0-	n/a
Rockmore Investment Master Fund Ltd. (10)	500,000	500,000	-0-	n/a
Bristol Investment Fund, Ltd. (11)	1,000,000	1,000,000	-0-	n/a
Whalehaven Capital Fund Limited (12)	800,000	800,000	-0-	n/a
Cranshire Capital, LP (13)	500,000	500,000	-0-	n/a
Scot Cohen	600,000	600,000	-0-	n/a
Iroquois Master Fund, Ltd. (14)	800,000	800,000	-0-	n/a
David Sidoo	200,000	200,000	-0-	n/a
Andrew Lessman	2,000,000	2,000,000	-0-	n/a
Arden Merback	100,000	100,000	-0-	n/a
Andrew C. Sankin	300,000	300,000	-0-	n/a
Matthew Weiss and Michele Weiss JT TEN	200,000	200,000	-0-	n/a
Epsom Investment Services, N.V. (15)	200,000	200,000	-0-	n/a
Asset Protection Fund Ltd. (16)	500,000	500,000	-0-	n/a
Lord Robin Russell	200,000	200,000	-0-	n/a
W Robert Ramsdell & Majorie F Ramsdell TTEE Ramsdell Family Trust DTD 77/94	200,000	200,000	-0-	n/a
Core Fund L.P. (17)	200,000	200,000	-0-	n/a
Ganesha Capital LLP (18)	300,000	300,000	-0-	n/a
Scot J Cohen	1,400,000	1,400,000	-0-	n/a
Philip Mirabelli	100,000	100,000	-0-	n/a
Andrew C Sankin	590,000	590,000	-0-	n/a
Joshua Silverman	100,000	100,000	-0-	n/a
Richard K Abbe Custodian for Talia Abbe	66,668	66,668	-0-	n/a
Richard K Abbe Custodia for Samantha Abbe	66,666	66,666	-0-	n/a

Richard K Abbe Custodian for Bennett Abbe	66,666	66,666	-0-	n/a
T R Winston & Company (19)	2,400,000	2,400,000	-0-	n/a
Equity Communications, LLC (20)	775,000	400,000	375,000	**
Centrum Bank AG (21)	500,000	500,000		
<b>Total</b>	<b>33,175,000</b>	<b>32,800,000</b>		

\* The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares as to which the selling stockholder has sole or shared voting power or investment power and also any shares, which the selling stockholder has the right to acquire within 60 days. Nevertheless, for purposes hereof, for each selling stockholder does not give effect to the 4.9% limitation on the number of shares that may be held by each stockholder as agreed to in the warrant held by each selling stockholder which limitation is subject to waiver by the holder upon 61 days prior written notice to us (subject to a further non-waivable limitation of 9.99%). Unless otherwise indicated, for each selling stockholder, the number of shares beneficially owned prior to this offering consists of shares of common stock currently owned by the selling stockholder as well as an equal number of shares of common stock issuable upon the exercise of warrants.

\*\* Less than 1%.

- (1) JMG Capital Partners, LP (“JMG Partners”) is a California limited partnership. Its general partner is JMG Capital Management, LLC (the “Manager”), a Delaware limited liability company and an investment advisor that has voting and dispositive power over JMG Partners’ investments, including the securities included herein. The equity interests of the Manager are owned by JMG Capital Management, Inc., a California corporation and Asset Alliance Holding Corp., a Delaware corporation. Jonathan M. Glaser is the executive officer and director of JMG Capital and has sole investment discretion over JMG Partners’ portfolio holdings.
- (2) JMG Triton Offshore Fund, Ltd. (the “Fund”) is an international business company organized under the laws of the British Virgin Islands. The Fund’s investment manager is Pacific Assets Management LLC, a Delaware limited liability company (the “Manager”) that has voting and dispositive power over the Fund’s investments, including the securities included herein. The equity interests of the Manager are owned by Pacific Capital Management Inc., a California corporation (“Pacific”) and Asset Alliance Holding Corp., a Delaware corporation. The equity interests of Pacific are owned by Roger Richter, Jonathan Glaser and Daniel David. Messrs. Glaser and Richter share investment and voting control over the Fund’s portfolio holdings.
- (3) Bryan Ezralow as trustee of the Bryan Ezralow 1994 Trust, general partner of MM & B Holdings has voting and dispositive power over the shares held by that entity.
- (4) J Steven Emerson has voting and dispositive control over the shares held by these selling stockholders.
- (5) Jon Brooks has voting and dispositive control over the shares held by JMB Capital Partners Master Fund.
- (6) Jay Goldman has voting and dispositive control over the shares held by The Jay Goldman Master L.P.
- (7) Susan Fairhurst voting and dispositive control over the shares held by Apex.
- (8) G. Tyler Runnels has voting and dispositive power over the shares held by TRW Capital Growth Fund, LP.
- (9) Bradley Ross has voting and dispositive control over the shares held by B&R Richies.



- (10) Rockmore Capital, LLC (“Rockmore Capital”) and Rockmore Partners, LLC (“Rockmore Partners”), each a limited liability company formed under the laws of the State of Delaware, serve as the investment manager and general partner, respectively, to Rockmore Investments (US) LP, a Delaware limited partnership, which invests all of its assets through Rockmore Investment Master Fund Ltd., an exempted company formed under the laws of Bermuda (“Rockmore Master Fund”). By reason of such relationships, Rockmore Capital and Rockmore Partners may be deemed to share dispositive power over the shares of our common stock owned by Rockmore Master Fund. Rockmore Capital and Rockmore Partners disclaim beneficial ownership of such shares of our common stock. Rockmore Partners has delegated authority to Rockmore Capital regarding the portfolio management decisions with respect to the shares of common stock owned by Rockmore Master Fund and, as of September 17<sup>th</sup>, 2006, Mr. Bruce T. Bernstein and Mr. Brian Daly, as officers of Rockmore Capital, are responsible for the portfolio management decisions of the shares of common stock owned by Rockmore Master Fund. By reason of such authority, Messrs. Bernstein and Daly may be deemed to share dispositive power over the shares of our common stock owned by Rockmore Master Fund. Messrs. Bernstein and Daly disclaim beneficial ownership of such shares of our common stock and neither of such persons has any legal right to maintain such authority. No other person has sole or shared voting or dispositive power with respect to the shares of our common stock as those terms are used for purposes under Regulation 13D-G of the Securities Exchange Act of 1934, as amended. No person or “group” (as that term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, or the SEC’s Regulation 13D-G) controls Rockmore Master Fund.
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- (11) Bristol Capital Advisers, LLC (“BCA”) is the investment advisor to Bristol Investment Fund, Ltd. (“Bristol”). Paul Kessler is the manager of BCA and as such has voting and investment control over the securities held by Bristol. Mr. Kessler disclaims beneficial ownership of these securities.
- (12) Michael Finkelstein (Investment Manager), Arthur Jones, Trevor Williams, and Marco Weisfeld (Directors) have voting and dispositive control over the shares held by Whalehaven Capital Fund Limited.
- (13) Mitchell P. Kopin, president of Downsview Capital, Inc., the general partner of Cranshire Capital, LP has sole voting and investment power of these securities.
- (14) Joshua Silverman has voting and investment control over the shares held by Iroquois Master Fund Ltd. Mr. Silverstein disclaims beneficial ownership of these shares.
- (15) Steven Drayton has sole voting and investment power of the securities held by Epsom.
- (16) Consists of shares of common stock. David Dawes and Christoph Langenauer share voting and dispositive control over the shares held by Asset Protection Fund Ltd.
- (17) Steven Shum has sole voting and investment power over the securities held by Core Fund, L.P.
- (18) Simon John Evans has sole voting and investment power over the securities held by Ganesha Capital.
- (19) G. Tyler Runnels, the firm’s Chairman and Chief Executive Officer has voting and investment power over the shares held by T.R. Winston.
- (20) Shares to be sold herewith consist of shares issuable upon exercise of warrants. Other shares held by this entity include shares held by Ira Weingarten, the firm’s president. Mr. Weingarten has voting and dispositive power over the securities held by this entity.
- (21) Consists of shares issuable upon exercise of warrants. Dr. Peter Marxer, Centrum Bank’s Chairman of the Board, has voting and dispositive power with respect to securities held by the bank.

## RECENT FINANCING

Between April and May, 2007, we entered into and consummated a securities purchase agreement with a group of accredited investors providing for the sale and issuance of 15,000,000 shares of our common, five-year warrants to purchase 7,500,000 shares of common stock at \$1.30 per share and five-year warrants to purchase 7,500,000 shares of common stock at \$1.70 per share. Gross proceeds from the offering amounted to \$15,000,000. We also issued five-year warrants to purchase 2,400,000 shares of our common stock at \$1.00 per share as part of the placement agent fees.

We agreed to file the registration statement of which this prospectus forms a part for the registration of the shares as well as the issuable upon exercise of the warrants within 45 days after the closing date of each offering and cause it to be declared effective within 90 days after the closing date (135 days assuming a full review). Investors who participated in this financing and the placement agent for the offering are having shares included in this prospectus. In addition, we are including 400,000 shares issuable upon exercise of warrants that were issued for services rendered. If the registration statement is not declared effective within the time period required, we must pay liquidated damages of 1.5% of the purchase price per month or part thereof up to a maximum of 24% in the aggregate of the purchase price paid. Such damages are payable in cash.

## CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Since August 2004, our principal stockholder is Fairwater Technology Group Ltd. The voting shares of Fairwater Technology are controlled 54.8% by Jason Reid, who also beneficially owns 57.9% of the non-voting preferred shares of Fairwater Technology Group Limited. The balance of the voting and non-voting shares of Fairwater is principally owned by members of Mr. Reid's family.

Between June 2006 and January 2007, we sold to Vision Opportunity Masters Fund, Ltd., 46,000 shares of Series B preferred Stock and 650,000 shares of common stock for a total of \$4,600,000. We also granted five-year warrants to purchase an aggregate of 9,200,000 shares of Common Stock at an exercise price ranging from \$1.30 to \$2 per share. The warrants contained cashless exercise provisions, anti-dilution provisions in the event of stock splits, stock dividends, combinations, reclassifications and the like and sales of stock below the exercise price. The cashless exercise provisions have now been amended by way of agreement between the parties in March 2007. The warrants are also redeemable on the fifth anniversary from the date of grant at an amount equal to three times the conversion price. We also granted Vision a nine month option to subscribe for and purchase up to 10,000 Units consisting of one share of Series B Preferred Stock, one Series A Warrant and one Series B Warrant at a purchase price of \$100.00 per Unit. This option has now been exercised. At the time of Vision's purchase of our securities, it also entered into a registration rights agreement for us to register the resale of Vision's shares of Common Stock issuable upon conversion of the Series B Preferred Stock and upon exercise of the Series A and Series B Common Stock Warrants. The agreement had provided for this to be filed within 75 days of the closing date and effective within 175 days after the closing date. The Unit Purchase Warrant also contains certain registration rights to file within 45 days after the Unit Purchase Warrant is exercised in whole or in part, but not more than two registration statements and to have the registration statement declared effective within 135 days after the Unit Purchase Warrant is partially or fully exercised. Contemporaneously with Vision's purchase of securities, Mr. Jason Reid, Mr. Bill Ahearn (now deceased) and the Company entered into lock-up agreements to prohibit the resale of their Common Stock until six months after an effective registration statement (the "Lock-up Period") registering the resale of Vision's overlying Common Stock, except that the said named individuals may transfer a maximum of 200,000 shares every three months during the Lock-up Period.

We also issued to Ulysses Financial LLC, two five-year warrants to purchase 160,000 shares exercisable at \$1.30 per share and five-year warrants to purchase an aggregate of 160,000 shares exercisable at \$1.70 per share.

In March 2007, the Company and Vision entered into an Amendment of the Securities Purchase Agreement whereby, amongst other things, the obligations of the Company to register the securities sold were waived and deemed to have effect from the inception of the parties' agreement. Vision also entered into an agreement for the lock up of all its securities for a period of 12 months from March 21, 2007. Between March 2007 and May 2007 Vision exercised its rights to convert its preferred stock into the Company's Common Stock and 27,819 shares of Series B Preferred Stock were converted into 2,781,900 shares of the Company's Common Stock. Further, pursuant to the terms of the offering of the Company dated April 3, 2007, the Company on May 10 2007, repurchased 18,181 shares of Series B Preferred Stock from Vision at a purchase price of \$110 per share. A total of \$1,999,910 was paid for the repurchase of these shares. Vision paid an aggregate of \$181,810 for these shares at the time of purchase, which included warrants, as discussed in the previous paragraph. These repurchased shares were cancelled by the Company. This amount was financed from the proceeds of the offering and accords with the use of proceeds provision in the offering. The warrants that were issued still remain in Vision's ownership.

In May 2006 we issued warrants to purchase 250,000 of our shares of common stock at a purchase price of \$0.50 per share to Mr. Joel Pensley who was then an executive officer of the Company.

On October 31, 2006 we issued to Softworks Limited, a company incorporated under the laws of the United Kingdom and being an affiliate of Mr. Jason Reid and Mr. Blair Cunningham 500 Series A Preferred Stock in settlement of a debt of £28,248.59 owed by the Company. At the option of the holder, in April 2007 these were converted into 50,000 shares of Common Stock and, in consideration for this early conversion, we issued warrants to purchase 50,000 shares of common stock at a price ranging from \$1.30 and \$1.70.

In April 2007 all officers and directors of the Company entered into lock-up agreements to prohibit the resale of the Common Stock until the 12 month anniversary after an effective registration statement for the offering which is the subject matter of this registration statement.

In April 2007, Fairwater Technology Group Limited exercised the option to convert 15,000 shares of its Series A Sterling Denominated Preferred stock, which Fairwater Technology had purchased from the Company in October 2005 for £1,500,000, equivalent to approximately \$2,655,000, based upon a conversion ratio of \$1.77, for each UK Pound at the time of the investment and 914.8 Series A \$ Denominated Preferred Stock purchased from the Company in April 2006 for a total consideration of \$91,418. In consideration for early conversion, the Company granted Fairwater Technology Group Limited two five year warrants to purchase 1,373,209 of its shares of common stock at a purchase price of \$1.30 and 1,373,209 at a purchase price of \$1.70.

In April 2007, as consideration for two officers of the Company early conversion of 820 Series A Preferred Stock, we issued to them 5 year warrants to purchase 164,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70 per share.

Our wholly owned subsidiary Coda Octopus (UK) Holdings Limited (guaranteed by the Company) entered into an acquisition agreement on June 26, 2006 for the sale and purchase of the entire issued outstanding share capital of Martech Systems (Weymouth) Limited. Pursuant to this agreement certain parts of the purchase price remain outstanding and in this regard we are indebted to the sellers of Martech Systems (Weymouth) Limited: Mr. Colin Richard Pegrum, Mr. Barry Granville Brookes, Mr. Lawrence Lucian Short, Mrs. Elizabeth Short, Mrs. Janice Brookes and Mrs. Jennifer Pegrum for an amount of £200,000 or \$392,000 (using an exchange rate of \$1.96) which, under the terms of the acquisition agreement is due to be paid on June 26, 2007 (first anniversary of closing). This amount is guaranteed by Coda Octopus Group, Inc. The Dollar amount disclosed is subject to exchange rate fluctuations. Mr. Colin Richard Pegrum, Mr. Barry Granville Brookes and Mr. Lawrence Lucian Short each serve as Directors on the Board of Directors of Martech and are considered key employees of Martech. These outstanding amounts were paid by us on June 26, 2007 and as such the Company is released from the guarantee for these amounts.

Our wholly owned subsidiary Coda Octopus (US) Holdings Limited entered into an acquisition agreement on April 6, 2007 for the sale and purchase of the entire issued and outstanding share capital of Colmek Systems Engineering. Pursuant to this agreement certain parts of the purchase price remain outstanding and in this regard our wholly owned subsidiary is indebted to the sellers of Colmek Systems Engineering (now a wholly owned subsidiary of the Company) an amount of \$700,000 which, under the terms of the acquisition agreement is due to be paid on April 6, 2008 (first anniversary of closing). We also are also under an obligation to issue up to another 42,910 shares as part of the purchase price. This is also subject to the pledge. This amount is guaranteed by the Company and is secured by a pledge in favour of the Colmek sellers, and is also guaranteed by Coda Octopus Group, Inc. Certain of the sellers to whom this amount is owed are key employees within Colmek.

## **DESCRIPTION OF SECURITIES**

Our authorized capital consists of 100,000,000 shares of common stock, \$.001 par value per share, of which 48,109,656 shares were issued and outstanding as of July 20, 2007, and 5,000,000 shares of Preferred Stock, of which 50,000 shares have been designated as Series A Preferred Stock and 50,000 have been designated as Series B Convertible Preferred Stock.

As of July 17, 2007, 6,407 shares of Series A Preferred Stock were issued and outstanding

The following description is a summary and is qualified in its entirety by our Certificate of Incorporation and By-laws as currently in effect.

### **Common Stock**

Each holder of common stock is entitled to receive ratable dividends, if any, as may be declared by the Board of Directors out of funds legally available for the payment of dividends. As of the date of this prospectus, we have not paid any dividends on our common stock, and none are contemplated in the foreseeable future. We anticipate that all earnings that may be generated from our operations will be used to finance our growth.

Holders of common stock are entitled to one vote for each share held of record. There are no cumulative voting rights in the election of directors. Thus the holders of more than 50% of the outstanding shares of common stock can elect all of our directors if they choose to do so.

The holders of our common stock have no preemptive, subscription, conversion or redemption rights. Upon our liquidation, dissolution or winding-up, the holders of our common stock are entitled to receive our assets pro rata.

### **Preferred Stock**

#### *Series A Preferred Stock*

Each holder of our Series A Preferred Stock is entitled in preference to holders of our common stock to receive dividends in the amount of 12% per annum, payable semi-annually. Such dividends are payable, at the option of the holder, in cash or shares of common stock valued at the average closing price for the ten trading days preceding the dividend date. Each share of Series A Preferred entitled the holder to 100 votes on all matters submitted to a vote of the stockholders

Until the seventh anniversary of the date of issuance, each share of Series A Preferred is convertible at the option of the holder into 100 shares of common stock if the Series A Preferred was acquired in US dollars and 177 shares if the Series A Preferred Stock was acquired in pound sterling.

As amended, the certificate of designation for the Series A Preferred Stock provides that, at the option of the company, the Series A Preferred may be converted into such number of shares of common stock as is equal to their purchase price plus any accrued and unpaid dividends commencing one year after the date of issuance if the closing price of common stock is at least \$3.00 for the twenty days prior to the receipt by the holders of a conversion notice.

*Series B Preferred Stock*

Currently, no Series B Preferred Stock are issued. With respect to dividends, a liquidation of the Company and the payment of consideration in the event of a merger or sale of the Company's assets, the Series B Preferred Stock ranks junior to the Series A Preferred Stock and senior to all other classes of stock, including common stock.

**Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Olde Monmouth Stock Transfer Co., Inc with a mailing address of 200 Memorial Parkway, Atlantic Highlands, New Jersey 07716.

## PLAN OF DISTRIBUTION

Each Selling Stockholder (the “Selling Stockholders”) of the common stock and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of common stock on the OTC Bulletin Board or any other stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell shares under Rule 144 under the Securities Act of 1933, as amended (the “Securities Act”), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with NASDR Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with NASDR IM-2440.

In connection with the sale of the common stock or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The Selling Stockholders may also sell shares of the common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the Common Stock. In no event shall any broker-dealer receive fees, commissions and markups which, in the aggregate, would exceed eight percent (8%).

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the shares. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because Selling Stockholders may be deemed to be “underwriters” within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. There is no underwriter or coordinating broker acting in connection with the proposed sale of the resale shares by the Selling Stockholders.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the shares may be resold by the Selling Stockholders without registration and without regard to any volume limitations by reason of Rule 144(k) under the Securities Act or any other rule of similar effect or (ii) all of the shares have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale shares may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

## **LEGAL MATTERS**

The validity of the common stock has been passed upon by Sichenzia Ross Friedman Ference LLP, New York, New York.

## **EXPERTS**

The Company's balance sheet as of October 31, 2006, and the related statements of operations, changes in stockholders' equity and cash flows for the years ended October 31, 2006 and 2005 included in this Prospectus have been audited by Russell Bedford Stefanou Mirchandani LLP, as set forth in their report appearing elsewhere herein and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

## WHERE YOU CAN FIND MORE INFORMATION

We filed with the SEC a registration statement on Form SB-2 under the Securities Act for the common stock to be sold in this offering. This prospectus does not contain all of the information in the registration statement and the exhibits and schedules that were filed with the registration statement. For further information with respect to the common stock and us, we refer you to the registration statement and the exhibits and schedules that were filed with the registration statement. Statements made in this prospectus regarding the contents of any contract, agreement or other document that is filed as an exhibit to the registration statement are not necessarily complete, and we refer you to the full text of the contract or other document filed as an exhibit to the registration statement. A copy of the registration statement and the exhibits and schedules that were filed with the registration statement may be inspected without charge at the public reference facilities maintained by the SEC, 100 F Street, Washington, DC 20549. Copies of all or any part of the registration statement may be obtained from the SEC upon payment of the prescribed fee. Information regarding the operation of the public reference rooms may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains a web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>.

## DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Section 145 ("Section 145") of the Delaware General Corporation Law, as amended (the "DGCL"), permits indemnification of directors, officers, agents and controlling persons of a corporation under certain conditions and subject to certain limitations. Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer or agent of the corporation or another enterprise if serving at the request of the corporation. Depending on the character of the proceeding, a corporation may indemnify against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the person indemnified acted in good faith and in a manner he or she 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 or her conduct was unlawful. In the case of an action by or in the right of the corporation, no indemnification may be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. Section 145 further provides that to the extent a present or former director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to above or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Our Amended and Restated Certificate of Incorporation, as amended (the "Charter"), provides that no current or former director of the Registrant shall be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (a) for any breach of the director's duty of loyalty to the Registrant or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the DGCL; or (d) for any transaction from which the director derived any improper personal benefit. The Registrant's Charter also authorizes the Registrant, to the fullest extent permitted by applicable law, to provide indemnification of, and advanced expenses to, the Registrant's agents and any other persons to which the DGCL permits.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



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

Board of Directors  
Coda Octopus Group Inc.  
New York, New York

We have audited the accompanying consolidated balance sheets of **Coda Octopus Group Inc.** and its wholly owned subsidiaries (the "Company"), as of October 31, 2006 and 2005, and the related consolidated statements of stockholder's equity, operations and comprehensive loss and cash flows for each of the two years in the period ended October 31, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States of America). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provide a reasonable basis for our opinion.

As discussed in Note 1 to the consolidated financial statements, the Company adopted the provisions of Statement of Financial Accounting Standards No. 123(R), "Share-Based Payments", effective January 1, 2006.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Coda Octopus Group Inc.** and its wholly owned subsidiaries as of October 31, 2006 and 2005, and the results of its operations and its cash flows for each of the two years in the period ended October 31, 2006 in conformity with accounting principles generally accepted in the United States of America.

New York, New York  
March 13, 2007

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*/s/ Russell Bedford Stefanou Mirchandani LLP*  
Russell Bedford Stefanou Mirchandani LLP

**CODA OCTOPUS GROUP, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**OCTOBER 31, 2006 and 2005**

ASSETS	October 31, 2006	October 31, 2005
Current assets:		
Cash and cash equivalents	\$ 1,377,972	\$ 142,936
Accounts receivable, net of allowance for doubtful accounts	1,120,968	1,104,509
Inventory	1,951,392	1,044,051
Receivable on sale of preferred stock	-	2,655,000
Tax credit receivable	234,593	463,411
Due from MSGI Security Solutions, Inc. (Note 13)	533,147	-
Due from related parties	104,720	-
Other current assets	103,296	93,837
Prepaid expenses	159,969	216,846
Total current assets	5,586,057	5,720,590
Property and equipment, net (Note 2)	155,730	32,828
Rental equipment, net (Note 2)	120,851	200,730
Goodwill and other intangible assets, net (Note 3)	1,071,700	71,480
Total assets	<u>\$ 6,934,338</u>	<u>\$ 6,025,628</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable, trade	\$ 1,997,817	\$ 403,816
Accrued expenses and other current liabilities	2,542,918	1,412,159
Deferred payment related to acquisition of Martech Systems Ltd	381,680	-
Accrued dividends on Series A & B Preferred Stock	304,394	-
Due to related parties (Note 9)	302,877	576,981
Notes and Loans payable (Note 8)	1,119,496	3,029,015
Total current liabilities	6,649,182	5,421,971
Loans and notes payable, long term	-	114,990
Total liabilities	6,649,182	5,536,961
Stockholders' equity:		
Preferred stock, \$.001 par value; 5,000,000 shares authorized, 23,641 and 15,000 shares Series A issued and outstanding, as of October 31st, 2006 and 2005 respectively (Note 4)	24	15
41,000 shares Series B issued and outstanding as of October 31, 2006 (Note 4)	41	-
Common stock, \$.001 par value; 70,000,000 shares authorized, 24,301,980 and 23,667,656 shares issued and outstanding as of October 31, 2006 and 2005 respectively (Note 4)	24,302	23,668
Common Stock subscribed	153,750	-
Additional paid-in capital	25,858,307	13,837,534
Foreign currency translation adjustment	(292,821)	(10,117)
Accumulated deficit	(25,458,447)	(13,362,433)
Total stockholders' equity	285,156	488,667
Total liabilities and stockholders' equity	<u>\$ 6,934,338</u>	<u>\$ 6,025,628</u>

The accompanying notes are an integral part of these consolidated financial statements.



**CODA OCTOPUS GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**  
**FOR THE YEARS ENDED OCTOBER 31, 2006 and 2005**

	<u>October 31, 2006</u>	<u>October 31, 2005</u>
Net revenue	\$ 7,291,291	\$ 4,288,416
Cost of revenue	<u>2,611,590</u>	<u>2,464,800</u>
Gross profit	4,679,701	1,823,616
Research and development	3,130,821	1,044,695
Selling, general and administrative expenses	7,453,946	4,349,674
Other operating expenses (Note 12)	<u>447,750</u>	<u>-</u>
Operating loss	<u>(6,352,816)</u>	<u>(3,570,753)</u>
Other income (expense)		
Other income	3,012	1,319
Interest expense	<u>(1,203,690)</u>	<u>(219,855)</u>
Total other expense	<u>(1,200,678)</u>	<u>(218,536)</u>
Loss before income taxes	(7,553,494)	(3,789,289)
Provision for income taxes	<u>5,676</u>	<u>17,766</u>
Net loss	(7,559,170)	(3,807,055)
Preferred Stock Dividends:		
Series A	(309,914)	
Series B	(74,130)	
Beneficial Conversion Feature	<u>(4,152,800)</u>	<u>-</u>
Net Loss Applicable to Common Shares	<u>\$ (12,096,014)</u>	<u>\$ (3,807,055)</u>
Loss per share, basic and diluted	<u>(0.50)</u>	<u>(0.16)</u>
Weighted average shares outstanding	24,030,423	23,103,396
Comprehensive loss:		
Net loss	\$ (7,559,170)	\$ (3,807,055)
Foreign currency translation adjustment	<u>(282,704)</u>	<u>341,390</u>
Comprehensive loss	<u>\$ (7,841,874)</u>	<u>\$ (3,465,665)</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE TWO YEARS ENDED OCTOBER 31, 2006**

	Preferred Stock Series A		Preferred Stock Series B		Common Stock		Common Stock Subscribed	Additional Paid-in Capital	Foreign Currency Translation Adjustment	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance, October 31, 2004	-	\$ -	-		22,172,656	\$22,173	-	\$ 9,682,541	\$ (351,507)	\$ (9,555,378)	\$ (202,171)
Sale of preferred stock	15,000	15						2,654,985			2,655,000
Sale of shares for cash					1,000,000	1,000		799,534			800,534
Shares issued for accrued compensation					495,000	495		49,005			49,500
Fair value of options and warrants issued as compensation								651,469			651,469
Foreign currency translation adjustment									341,390		341,390
Net loss										(3,807,055)	(3,807,055)
Balance, October 31, 2005	15,000	15	-	-	23,667,656	23,668	-	13,837,534	(10,117)	(13,362,433)	488,667
Sale of preferred stock	2,947	3	41,000	41				4,564,056			4,564,100
Preferred stock issued for debt	5,694	6						809,622			809,628
Sale of shares for cash					-	-	-	-			-
Shares issued for compensation					634,324	634	-	316,528			317,162
Common stock subscribed							153,750				153,750
Fair value of options and warrants issued as compensation and for financing								2,177,767			2,177,767

Beneficial conversion feature of preferred stock, Series A preferred stock, Series B											52,800					(52,800)			-	
											4,100,000						(4,100,000)			-
Preferred dividend																				
Series A																	(309,914)			(309,914)
Series B																	(74,130)			(74,130)
Foreign currency translation adjustment																	(282,704)			(282,704)
Net loss																	(7,559,170)			(7,559,170)
Balance, October 31, 2006	23,641	\$	24	41,000	\$	41	24,301,980	\$24,302	\$	153,750	\$25,858,307	\$	(292,821)	\$(25,458,447)	\$		285,156			

The accompanying notes are an integral part of these consolidated financial statements.



**CODA OCTOPUS GROUP, INC.**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
**FOR THE YEARS ENDED OCTOBER 31, 2006 AND 2005**

	<u>October 31, 2006</u>	<u>October 31, 2005</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (7,559,170)	\$ (3,807,055)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	137,189	132,929
Stock based compensation	2,005,056	651,469
Financing costs	784,873	-
Bad debt expense	16,008	37,766
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	491,922	(234,725)
Inventory	(482,882)	447,203
Prepaid expenses	89,953	(45,859)
Other receivables	2,260,315	(567,950)
Increase (decrease) in:		
Accounts payable and accrued expenses	1,855,467	(356,046)
Due to related parties	523,076	172,344
Net cash (used)/generated by operating activities	<u>121,807</u>	<u>(3,569,924)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(138,172)	(272,157)
Purchases of intangible assets	(6,543)	-
Acquisition of Martech Systems Ltd	(1,154,590)	-
Cash acquired from Martech Systems Ltd	195,684	-
Net cash used by investing activities	<u>(1,103,621)</u>	<u>(272,157)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from/(repayment of) loans	(2,106,342)	2,898,126
Proceeds from sale of stock	4,564,100	800,534
Preferred stock dividend	(79,650)	-
Net cash provided by financing activities	<u>2,378,108</u>	<u>3,698,660</u>
Effect of exchange rate changes on cash	<u>(161,258)</u>	<u>244,503</u>
Net increase in cash	1,235,036	101,082
Cash and cash equivalents, beginning of year	<u>142,936</u>	<u>41,854</u>
Cash and cash equivalents, end of year	<u>\$ 1,377,972</u>	<u>\$ 142,936</u>
<b>Cash paid for:</b>		
Interest	\$ 418,817	\$ 144,185
Income taxes	-	-

**Supplemental Disclosures:**

During the year ended October 31, 2006, 634,324 shares of common stock were issued as payment of \$317,162 of compensation that was earned for the year to October 31, 2006.

During the year ended October 31, 2006 5,694 shares of series A preferred stock were issued as payment for \$809,628 of outstanding debt

During the year ended October 31, 2005, 495,000 shares of common stock were issued as payment of \$49,500 of compensation that was accrued at October 31, 2004.

Acquisition of Martech:

Current assets acquired	798,133
Cash acquired	195,684
Equipment acquired	37,126
Goodwill and intangible assets	998,591
Liabilities assumed	(493,264)
Deferred note payable	<u>(381,680)</u>

Cash Paid for Acquisition	<u>1,154,590</u>
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Exchange rate movements	25,535
Total Paid for Acquisition	<u>1,180,125</u>

The accompanying notes are an integral part of these consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES**

A summary of the significant accounting policies applied in the preparation of the accompanying consolidated financial statements follows.

**Business and Basis of Presentation**

Coda Octopus Group, Inc. ( "we", "us", "our company" or "Coda" ), was formed under the laws of the State of Florida in 1992 as The Panda Project, Inc. ("Panda"). We changed our name in August, 2004, subsequent to the reverse acquisition described below. We are a developer of underwater technologies and equipment for imaging, mapping, defense and survey applications. We are based in New York, with research and development, sales and manufacturing facilities located in the United Kingdom and Norway, and additional sales locations in Florida and Washington, D.C.

Effective July 12, 2004, Panda acquired all of the issued and outstanding common stock of Coda Octopus Ltd, ("COL") a U.K. operating company, which also owned United States and Norwegian subsidiaries. As a result of this transaction, COL's former shareholders obtained control of Panda, a shell corporation with no operations. In accordance with SFAS No. 141, Coda was the acquiring entity, while the transaction was accounted for using the purchase method of accounting, in substance the acquisition was a recapitalization of Coda's capital structure. For accounting purposes, this acquisition has been treated as a reverse acquisition of Panda. The Company did not recognize any goodwill or any intangible assets in connection with the transaction.

The consolidated financial statements include the accounts of Coda and our domestic and foreign subsidiaries that are more than 50% owned and controlled. All significant intercompany transactions and balances have been eliminated in the consolidated financial statement.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may differ from those estimates.

**Revenue Recognition**

We record revenue in accordance with the guidance of the SEC's *Staff Accounting Bulletin SAB No. 104* (SAB 104), which supersedes SAB No. 101 in order to encompass EITF No. 00-21, *Revenue Arrangements with Multiple Deliverables* (EITF 00-21). Our revenue is derived from sales of underwater technologies and equipment for imaging, mapping, defense and survey applications. Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. No right of return privileges are granted to customers after shipment.

For arrangements with multiple deliverables, we recognize product revenue by allocating the revenue to each deliverable based on the fair value of each deliverable in accordance with EITF No. 00-21 and SAB No. 104, and recognize revenue for equipment upon delivery and for installation and other services as performed. EITF No. 00-21 was effective for revenue arrangements entered into in fiscal periods beginning after June 15, 2003.

Our contracts typically require customer payments in advance of revenue recognition. These deposit amounts are reflected as liabilities and recognized as revenue when the Company has fulfilled its obligations under the respective contracts.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES (CONTINUED)**

Revenues derived from our software license sales are recognized in accordance with Statement of Position (SOP) SOP No. 97-2 , "Software Revenue Recognition," and SOP No. 98-9 , "Modifications of SOP No. 97-2 , Software Revenue Recognition with Respect to Certain Transactions". For software license sales for which any services rendered are not considered essential to the functionality of the software, we recognize revenue upon delivery of the software, provided (1) there is evidence of an arrangement, (2) collection of our fee is considered probable and (3) the fee is fixed and determinable.

**Foreign Currency Translation**

Coda translates the foreign currency financial statements of its foreign subsidiaries in accordance with the requirements of Statement of Financial Accounting Standards No. 52, "Foreign Currency Translation". Assets and liabilities are translated at current exchange rates, and related revenue and expenses are translated at average exchange rates in effect during the period. Resulting translation adjustments are recorded as a separate component in stockholders' equity. Foreign currency transaction gains and losses are included in the statement of income.

**Income Taxes**

Deferred income taxes are provided using the asset and liability method for financial reporting purposes in accordance with the provisions of Statements of Financial Standards No. 109, "Accounting for Income Taxes". Under this method, deferred tax assets and liabilities are recognized for temporary differences between the tax bases of assets and liabilities and their carrying values for financial reporting purposes, and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be removed or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statements of operations in the period that includes the enactment date.

**Cash and Cash Equivalents**

Cash equivalents are comprised of highly liquid investments with maturity of three months or less when purchased. We maintain our cash in bank deposit accounts, which at times, may exceed insured limits. We have not experienced any losses in such accounts.

**Concentrations of Credit Risk**

Financial instruments and related items, which potentially subject us to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable. We place our cash and temporary cash investments with credit quality institutions. At times, such investments may be in excess of applicable government mandated insurance limits. We periodically review our trade receivables in determining our allowance for doubtful accounts. Allowance for doubtful accounts was \$79,177 and \$74,447 for the years ended October 31, 2006 and 2005 respectively.

**Fair Value of Financial Instruments**

SFAS No. 107, "Disclosures About Fair Value of Financial Instruments", requires disclosure of the fair value of certain financial instruments. The carrying value of cash and cash equivalents, accounts receivable, other receivables, accounts payable and short-term borrowings, as reflected in the balance sheets, approximate fair value because of the short-term maturity of these instruments. Our long term debt has interest rates that approximate market and therefore the carrying amounts approximate their fair values.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES (CONTINUED)**

**Inventory**

Inventory is stated at the lower of cost or market using the first-in first-out method. Inventory is comprised of the following components at October 31, 2006 and 2005:

	2006	2005
<b>Raw materials</b>	\$ 1,064,655	\$ 645,146
<b>Work in process</b>	389,042	73,497
<b>Finished goods</b>	497,695	325,408
	<u>\$ 1,951,392</u>	<u>\$ 1,044,051</u>

**Property and Equipment**

We record our equipment at historical cost. We expense maintenance and repairs as incurred. Depreciation is provided for by the straight-line method over three to four years, the estimated useful lives of the property and equipment.

**Long-Lived Assets**

We follow SFAS No. 144, "Accounting for Impairment of Disposal of Long-Lived Assets", which established a "primary asset" approach to determine the cash flow estimation period for a group of assets and liabilities that represents the unit of accounting for a long-lived asset to be held and used. Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The carrying amount of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell. No impairment loss was recognized during the years ended October 31, 2006 and 2005.

**Research and Development**

Research and development costs consist of expenditures for the present and future patents and technology, which are not capitalizable. We are eligible for United Kingdom tax credits related to our qualified research and development expenditures. Tax credits are classified as a reduction of research and development expense. During the year ended October 31, 2006, we recorded no tax credits. We recorded approximately \$675,000 of tax credits during the year ended October 31, 2005.

**Advertising**

We charge the costs of advertising to expense as incurred. For the years ended October 31, 2006 and 2005, advertising costs were \$275,285 and \$234,768, respectively.

**Stock Based Compensation**

SFAS No. 123, "Accounting for Stock-Based Compensation," established and encouraged the use of the fair value based method of accounting for stock-based compensation arrangements under which compensation cost is determined using the fair value of stock-based compensation determined as of the date of the grant or the date at which the performance of the services is completed and is recognized over the periods in which the related services are rendered. The statement also permitted companies to elect to continue using the current intrinsic value accounting method specified in Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," to account for stock-based compensation to employees. Prior to the adoption of SFAS 123(R) we elected to use the intrinsic value based method for grants to our employees and directors and have disclosed the pro forma effect of using the fair value based method to account for our stock-based compensation to employees.

On December 16, 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123R (revised 2004), "Share-Based Payment" ("Statement 123R") which is a revision of SFAS No. 123.

Statement 123R supersedes APB opinion No. 25 and amends SFAS No. 95, "Statement of Cash Flows". Generally, the approach in Statement 123R is similar to the approach described in Statement 123. However, Statement 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro-forma disclosure is no longer an alternative. This statement does not change the accounting guidance for share based payment transactions with parties other than employees provided in SFAS No. 123(R). This statement does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans." On April 14, 2005, the SEC amended the effective date of the provisions of this statement. The effect of this amendment by the SEC is that the Company had to comply

with Statement 123R and use the Fair Value based method of accounting no later than the first quarter of 2006. We implemented SFAS No. 123(R) on November 1, 2004 using the modified prospective method. The fair value of each option grant issued after November 1, 2004 will be determined as of grant date, utilizing the Black-Scholes option pricing model. The amortization of each option grant will be over the remainder of the vesting period of each option grant. We use the fair value method for equity instruments granted to non-employees and use the Black Scholes model for measuring the fair value. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the periods in which the related services are rendered.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES (CONTINUED)**

**Comprehensive Income**

Statement of Financial Accounting Standards No. 130 ("SFAS 130"), "Reporting Comprehensive Income," establishes standards for reporting and displaying of comprehensive income, its components and accumulated balances. Comprehensive income is defined to include all changes in equity except those resulting from investments by owners and distributions to owners. Among other disclosures, SFAS 130 requires that all items that are required to be recognized under current accounting standards as components of comprehensive income be reported in a financial statement that is displayed with the same prominence as other financial statements. Comprehensive income includes gains and losses on foreign currency translation adjustments and is included as a component of stockholders' equity.

**Loss Per Share**

We use SFAS No. 128, "Earnings Per Share" for calculating the basic and diluted loss per share. We compute basic loss per share by dividing net loss and net loss attributable to common shareholders by the weighted average number of common shares outstanding. Diluted loss per share is computed similar to basic loss per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential shares had been issued and if the additional shares were dilutive. Common equivalent shares are excluded from the computation of net loss per share if their effect is anti-dilutive.

Per share basic and diluted net loss amounted to \$0.50 and \$0.16 for the years ended October 31, 2006 and 2005, respectively. For the years ended October 31, 2006 and 2005, 21,638,728 and 5,005,000 potential shares, respectively, were excluded from the shares used to calculate diluted earnings per share as their inclusion would reduce net loss per share.

**Liquidity**

As of October 31, 2006 we have cash and cash equivalents of \$1,377,972 and negative working capital of \$1,063,125. For the year ended October 31, 2006 we had a net loss of \$7,559,170 and positive cash flow from operations of \$121,807. We also have an accumulated deficit of \$25,458,447 at October 31, 2006.

**NOTE 2 - FIXED ASSETS**

Property and equipment at October 31, 2006 and 2005 is summarized as follows:

	2006	2005
<b>Machinery and Equipment</b>	<b>\$ 619,432</b>	<b>\$ 450,893</b>
<b>Accumulated Depreciation</b>	<b>(463,702)</b>	<b>(418,065)</b>
	<b><u>\$ 155,730</u></b>	<b><u>\$ 32,828</u></b>

Depreciation expense recorded in the statement of operations for the years ended October 31, 2006 and 2005 is \$52,396 and \$86,749, respectively.

Rental equipment at October 31, 2006 and 2005 is summarized as follows:

	2006	2005
<b>Rental Equipment</b>	<b>\$ 240,876</b>	<b>240,876</b>
<b>Accumulated Depreciation</b>	<b>(120,025)</b>	<b>(40,146)</b>
	<b><u>\$ 120,851</u></b>	<b><u>\$ 200,730</u></b>

Depreciation expense recorded in the statement of operations for the years ended October 31, 2006 and 2005 is \$79,879 and \$40,146, respectively.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 3 - INTANGIBLE ASSETS**

The costs and accumulated amortization of intangible assets at October 31, 2006 and 2005 are summarized as follows:

	2006	2005
<b>Goodwill</b>	<b>\$ 1,060,906</b>	<b>\$ 62,315</b>
<b>Patents</b>	<b>30,055</b>	<b>23,512</b>
	<b>1,090,961</b>	<b>85,827</b>
<b>Accumulated amortization of patents</b>	<b>19,261</b>	<b>14,347</b>
	<b>\$ 1,071,700</b>	<b>\$ 71,480</b>

Amortization of patents included as a charge to income amounted to \$4,914 and \$6,034 for the years ended October 31, 2006 and 2005, respectively. Goodwill is not being amortized.

**NOTE 4 - CAPITAL STOCK**

The Company is authorized to issue 70,000,000 shares of common stock with a par value of \$.001 per share. As of October 31, 2006, the Company has issued and outstanding 24,301,980 shares of common stock. The Company is also authorized to issue 5,000,000 shares of preferred stock with a par value of \$.001 per share. We have designated 50,000 preferred shares as Series A preferred stock and have designated 50,000 preferred shares as Series B preferred stock. The remaining 4,900,000 shares of preferred stock is undesignated. There were 64,641 preferred shares outstanding at October 31, 2006 of which 23,641 shares were Series A and 41,000 shares were Series B.

During the year ended October 31, 2006 we issued 634,324 shares of common stock, valued at \$317,160 to employees, directors and consultants for services.

Series A Preferred Stock

We designated 50,000 shares of our preferred stock, par value \$.001, as Series A Preferred Stock. The Series A Preferred Stock ranks senior to all classes of common and preferred stock. The Series A Preferred Stock has a dividend rate of 12% per year. The Series A Preferred Stock and accrued dividends is convertible at the option of the holder into shares of our common stock at a conversion price of \$1.00 per share.

During the year ended October 31, 2006 we sold 2,947 shares of our Series A Preferred Stock for cash proceeds of \$464,100. We also issued 5,694 shares of our Series A Preferred Stock for debt outstanding to related and other parties aggregating \$809,628. Of the debt converted, approximately \$577,000 was outstanding at October 31, 2005 (see Notes 8 and 9). Each share of preferred stock is denominated either in Pounds Sterling or US Dollars, convertible into 177 shares or 100 shares of common stock respectively. We attributed a beneficial conversion feature of \$52,800 to certain of the Series A preferred shares issued during the year ended October 31, 2006, based upon the difference between the conversion price of those shares and the closing price of our common shares on the date of issuance. The beneficial conversion feature were recorded as a dividend and is included in the accompanying financial statements. At October 31, 2006, the total of Series A Preferred Stock outstanding is 23,641 shares, convertible into 3,928,728 shares of common stock. During the year ended October 31, 2005 we sold 15,000 shares of preferred stock for proceeds of \$2,655,000.

During the year ended October 31, 2006 we recorded \$309,914 of dividends on the Series A preferred stock, of which \$79,650 was paid during the year (by advances from our principal stockholder), with the balance of \$230,264 accrued at October 31, 2006.



**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 4 - CAPITAL STOCK (CONTINUED)**

Series B Preferred Stock

We designated 50,000 shares of our preferred stock, par value \$.001, as Series B Preferred Stock. The Series B Preferred Stock ranks junior to our issued and outstanding Series A preferred Stock and senior to all classes of common stock. The Series B Preferred Stock has a dividend rate of 8% per year. The Series B Preferred Stock and accrued dividends is convertible at the option of the holder into shares of our common stock at a conversion price of \$1.00 per share.

We sold 41,000 preferred Series B stock units, each unit consisting of one share of our Series B Preferred Stock, 100 Series A warrants and 100 Series B warrants. Each Series A warrant and Series B warrant is exercisable into shares of our common stock for a period of five years at exercise prices of \$1.30 and \$1.70 per share, respectively. Gross proceeds from the sale of the units were \$4,100,000.

In accordance with Emerging Issues Task Force ("EITF") No.00-27, "*Application of EITF Issue No. 98-5, 'Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Rates', to Certain convertible Instruments*", a portion of the proceeds were allocated to the warrants based on their relative fair value, which totaled \$2,919,412 using the Black Scholes option pricing model. Further, we attributed a beneficial conversion feature of \$1,180,589 to the Series B preferred shares based upon the difference between the conversion price of those shares and the closing price of our common shares on the date of issuance, limited to the proceeds attributable to the sale of the preferred shares. The weighted average assumptions used in the Black Scholes model are as follows: (1) dividend yield of 0%; (2) expected volatility of 367%, (3) weighted average risk-free interest rate of 4.86%, and (4) expected life of 2 years as the conversion feature and warrants are immediately exercisable. Both the fair value of the warrants and the beneficial conversion feature aggregating \$4,100,000 were recorded as a dividend and are included in the accompanying financial statements .

During the year ended October 31, 2006 we accrued \$74,130 of dividends on the Series B preferred stock, none of which was paid during the year.

Other Equity Transactions

During the year ended October 31, 2006 we issued 1,545,000 warrants for financial and other services. Of these warrants, 400,000 have an exercise price of \$0.58, 750,000 have an exercise price of \$0.50, 37,500 have an exercise price of \$1.00, 160,000 have an exercise price of \$1.30, 37,500 have an exercise price of \$1.50 and 160,000 have an exercise price of \$1.70. All of these awards vested immediately. We have recorded an expense related to the fair value of these warrants at the date of grant of \$690,847, determined using the Black Scholes method based on the following assumption ranges: (1) risk free interest rate of 4.6% to 4.9%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 328% to 440%; and (4) an expected life of the options of 2 years.

During the year ended October 31, 2006, we issued in the aggregate 1,315,000 common share purchase options to employees and consultants. The options were issued with exercise prices of \$1.00 and \$1.50. Of these awards, 616,000 vested immediately and the balance vests over various periods through July, 2008. The initial fair value of the options was \$835,438 using the Black Scholes method at the date of grant of the options based on the following assumptions ranges: (1) risk free interest rate of 4.25% - 5.1%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 328% - 563%; and (4) an expected life of the options of 2 years. The fair value of the options is being expensed over the vesting period. In accordance with EITF 96-18, the fair value of consultant vesting options will be recomputed at each reporting period and any increase will be charged to expense. During the year ended October 31, 2006 \$672,361 was charged to expense.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 4 - CAPITAL STOCK (CONTINUED)**

During the year ended October 31, 2005, we issued in the aggregate 2,350,000 common share purchase options to employees and consultants. The options were issued with an exercise price of \$1.00. Of these awards, 888,500 vested immediately and the balance vests over various periods through May, 2007. The initial fair value of the options was \$1,221,497 using the Black Scholes method at the date of grant of the options based on the following assumptions ranges: (1) risk free interest rate of 4.5%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 679%; and (4) an expected life of the options of 2 years. The fair value of the options is being expensed over the vesting period. In accordance with EITF 96-18, the fair value of consultant vesting options will be recomputed at each reporting period and any increase will be charged to expense. During the years ended October 31, 2006 and 2005 \$396,372 and \$651,469, respectively, was charged to expense.

**NOTE 5 - WARRANTS AND STOCK OPTIONS**

Transactions involving stock options and warrants issued are summarized as follows:

	<b>2006</b>		<b>2005</b>	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of period	2,350,000	\$ 1.00	—	\$ —
Granted during the period	11,060,000	1.35	2,350,000	1.00
Exercised during the period	—	—	—	—
Terminated during the period	—	—	—	1.00
Outstanding at end of the period	13,410,000	\$ 1.29	2,350,000	\$ 1.00
Exercisable at end of the period	12,084,000	\$ 1.31	888,500	\$ 1.00

The number and weighted average exercise prices of stock purchase options and warrants outstanding as of October 31, 2006 are as follows:

Range of Exercise Prices	Number Outstanding	Weighted Average Contractual Life (Yrs)	Weighted Average Exercise Price
0.50 - 0.58	1,150,000	4.47	\$ 0.53
1.00	3,492,500	3.76	\$ 1.00
1.30	4,260,000	4.77	1.30
1.50	247,500	4.65	1.50
1.70	4,260,000	4.77	1.70

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 6 - INCOME TAXES**

The Company has adopted Financial Accounting Standard No. 109 which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences between taxable income reported for financial reporting purposes and income tax purposes are insignificant.

For income tax reporting purposes, the Company's aggregate U.S. unused net operating losses approximate \$7,145,000 which expire through 2026, subject to limitations of Section 382 of the Internal Revenue Code, as amended. The deferred tax asset related to the carry forward is approximately \$2,429,000. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.

For income tax reporting purposes, the Company's aggregate UK unused net operating losses approximate \$8,873,000, with no expiration. The deferred tax asset related to the carryforward is approximately \$2,662,000. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.

Income tax expense for 2006 represents income taxes on our Norwegian and British subsidiary.

Components of deferred tax assets as of October 31, 2006 are as follows:

<b>Non-Current:</b>	<u><b>Oct 31, 2006</b></u>	<u><b>Oct 31, 2005</b></u>
<b>Net Operating Loss Carry Forward</b>	<b>\$ 2,429,000</b>	<b>\$ 2,909,000</b>
<b>Valuation Allowance</b>	<u>(2,429,000)</u>	<u>(2,909,000)</u>
<b>Net Deferred Tax Asset</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**NOTE 7 - CONTINGENCIES AND COMMITMENTS**

**Litigation**

We may become subject to legal proceedings and claims, which arise in the ordinary course of its business. Although occasional adverse decisions or settlements may occur, we believe that the final disposition of any matters should not have a material adverse effect on our financial position, results of operations or liquidity.

**Factoring Agreement**

We factor certain of our receivables pursuant to a factoring agreement. Advances received pursuant to the agreement are secured by our accounts receivable.

This factoring agreement was entered into on August 17, 2005 with Faunus Group International, Inc. ("FGI") for a maximum borrowing of up to \$1 million. Over the course of the year, we factored invoices totaling \$5,503,518 in receivables and we received \$5,172,774 in proceeds from FGI. This compares with 2005, where, between the date of signing and the year end, we factored invoices totaling \$791,016 in receivables and we received \$571,376 in proceeds from FGI.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 7 - CONTINGENCIES AND COMMITMENTS (CONTINUED)**

Under the arrangement, FGI typically advances to the Company 80% of the total amount of accounts receivable factored. FGI retains 20% of the outstanding factored accounts receivable as a reserve, which it holds until the customer pays the factored invoice to FGI. The cost of funds for the accounts receivable portion of the borrowings with FGI is 1.85% for the initial 30 day credit period, up to a maximum of 45 days; thereafter, an additional fee of 0.5% is charged for each 10 day period.

**Operating Leases**

We occupy our various office and warehouse facilities pursuant to both term and month-to-month leases. Our term leases expire at various times through September 2011. Future minimum lease obligations are approximately \$797,092.

**Concentrations**

During the year ended October 31, 2006, we had no concentrations of sales or purchases of over 5%, compared with 2005 where we purchased approximately 11% of our raw materials from one supplier.

**NOTE 8 - NOTES AND LOANS PAYABLE**

At October 31, 2006 we had an outstanding balance under our UK bank revolving credit facility of \$1,119,496. The advances bear interest at 2.0% over UK Bank Base Rate and are due on demand. The advances are secured by a bond and a security interest in the assets of our subsidiary, Coda Octopus Ltd, exclusive of accounts receivable.

At October 31, 2005 we had an outstanding liability to a Norwegian bank in the amount of \$184,755. The loan bore interest at 10% and matured on November 22, 2005

During the year to October 31, 2005 we had received loans from other parties, which were unsecured, bore interest at the rate of 12% per year, and were payable 24 months after a demand for repayment was received. These loans totaled \$134,335, including accrued interest, when they were converted into preferred stock during the year ended October 31, 2006.

**NOTE 9 - DUE TO RELATED PARTIES**

We are indebted to various related parties for advances for payments of operating expenses and dividends. These related parties include our parent and other entities controlled by our parent. Advances are non interest bearing and are due on demand. During the year ended October 31, 2005, approximately \$432,000 of the \$577,000 outstanding balance at October 31, 2005 was converted into shares of our Series A Preferred Stock, leaving an outstanding balance at October 31, 2006 of \$302,877.

Part of this balance, a sum of \$95,420, is owed to Jason Reid, President and CEO, by one of the Group's subsidiaries, Coda Octopus Ltd. Mr. Reid also owes a balance of \$104,720 to Coda Octopus Group, Inc., leaving a net balance owed to the Group of \$9,300.

**NOTE 10 - ACQUISITION**

On June 26, 2006, we acquired all of the issued and outstanding capital stock of Martech Systems (Weymouth) Limited, a UK company. This company specializes in engineering projects and sales to the UK Ministry of Defense, adding these capabilities to the Group. The purchase price was approximately \$1,536,000. The purchase price is payable as follows: approximately \$1,180,000 in cash at closing; approximately \$364,000 in cash one year after closing, which is accrued as \$382,000 as at October 31, 2006, due to exchange rate movements; and up to \$286,000 in the Company's common stock but contingent upon Martech meeting the performance measures set forth in the Stock Purchase Agreement and up to another \$859,500 payable in cash and stock and contingent upon Martech meeting the performance measures over 3 financial years starting from financial year October 31, 2006 and ending October 31, 2008. The results of operations of Martech have been included in the consolidated financial statements from the date of acquisition. The purchase price was allocated as follows:

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 10 - ACQUISITION (CONTINUED)**

<b>Current assets</b>	<b>\$ 993,817</b>
<b>Equipment</b>	<b>37,126</b>
<b>Goodwill</b>	<b>998,591</b>
<b>Current liabilities</b>	<b>(493,262)</b>
	<b><u>1,536,271</u></b>
<b>Purchase price</b>	<b>\$ 1,536,271</b>

The total cost of the acquisition has been allocated to the assets acquired and the liabilities assumed based upon their respective fair values in accordance with SFAS No. 141, Business Combinations. Goodwill, none of which is deductible for tax purposes recorded in connection with the acquisition aggregates is \$998,591. The goodwill recognized in the acquisition result primarily from the acquisition of the assembled workforce, including the management team with a proven track record of success in selling to the U K government Ministry of Defense.

The following unaudited pro forma results of operations for the years ended October 31, 2006 and 2005 assume that the acquisition of Martech occurred on November 1, 2004. These unaudited pro forma results are not necessarily indicative of the actual results of operations that would have been achieved nor are they necessarily indicative of future results of operations.

	<u>Oct 31, 2006</u>	<u>Oct 31, 2005</u>
Revenue	\$ 8,656,396	\$ 6,448,291
Net loss	(7,536,584)	(3,646,510)
Loss per common share	(0.50)	(0.16)

**NOTE 11 - SEGMENT INFORMATION**

Since the acquisition of Martech on June 26, 2006, we are operating in two reportable segments. Martech operates as an engineering contractor, and the balance of our operations are comprised of product sales. Segment information is as follows:

	<u>Contracting</u>	<u>Product Sales</u>	<u>Corporate</u>	<u>Oct 31, 2006</u>
Revenue	\$ 661,589	\$ 6,629,702	-	\$ 7,291,291
Segment operating profit/(loss)	(120,532)	245,858	(6,478,142)	(6,352,816)
Identifiable assets	1,899,209	2,987,334	2,047,795	6,934,338
Capital expenditure	2,340	111,734	22,165	136,239
Selling, general & administrative	366,732	3,331,112	4,203,852	6,535,430
Depreciation and amortization	12,037	123,844	1,307	137,188
Interest expense	1,680	406,638	795,372	1,203,690

**NOTE 12 - OTHER OPERATING EXPENSES**

During the years ended October 31, 2006 and 2005, the Company incurred other operating expenses comprised of professional and legal fees incurred in connection with the acquisition of Martech and related financial advisory services.

**NOTE 13 - SUBSEQUENT EVENTS**

In November 2006, we entered into new agreements with our factor, with each of our corporate entities covered by its own agreement. The new agreements are secured by substantially all of our assets.

On January 31, 2007, we sold a further 8,000 preferred stock units, each unit consisting of one share of our Series B Preferred Stock, 100 Series A warrants and 100 Series B warrants. Each Series A warrant and Series B warrant is exercisable into shares of our common stock for a period of five years at exercise prices of \$1.30 and \$1.70 per share, respectively. Gross proceeds from the sale of the units were \$800,000.

We issued 453,180 shares of common stock as compensation to employees, directors and consultants, for services.

We granted 125,000 common stock options to employees, directors and consultants for services.

During the year to October 31, 2006, we advanced a sum of \$533,147 to MSGI Security Solutions, Inc. (OTC: MSGI.PK). This sum was repaid on March 6, 2007 through the issuance of 850,000 common shares in MSGI (approximate value on issuance of \$697,000) and 425,000 warrants to purchase common shares with an exercise price of \$1. A license was also granted on March 6, 2007 to utilize MSGI's wireless video encryption capabilities within the company and its products.



**CODA OCTOPUS GROUP, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEET**  
**APRIL 30, 2007 and 2006**  
**(UNAUDITED)**

	April 30, 2007	April 30, 2006
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 5,305,846	\$ 2,782
Accounts receivable, net of allowance for doubtful accounts	1,517,239	3,176,984
Inventory (Note 1)	2,555,767	1,335,682
Tax credit receivable	-	466,843
Due from MSGI Security Solutions, Inc. (Note 11)	533,147	-
Due from related parties	176,433	622,231
Other current assets	440,631	315,860
Prepaid expenses	356,519	100,492
Total current assets	10,885,582	6,020,874
Property and equipment, net (Note 2)	244,170	33,727
Rental equipment, net (Note 2)	78,616	161,117
Goodwill and other intangible assets, net (Note 3)	3,832,985	75,851
Total assets	<u>\$ 15,041,353</u>	<u>\$ 6,291,569</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable, trade	\$ 2,037,333	\$ 4,021,408
Accrued expenses and other current liabilities	1,608,424	1,719,506
Deferred payment related to acquisitions (Note 10)	1,163,936	-
Accrued dividends on Series A & B Preferred Stock	371,332	79,650
Due to related parties (Note 9)	106,875	523,810
Loans payable	32,393	969,935
Total current liabilities	5,320,293	7,314,309
Loans and notes payable, long term	86,104	-
Total liabilities	<u>5,406,397</u>	<u>7,314,309</u>
Stockholders' equity:		
Preferred stock, \$.001 par value; 5,000,000 shares authorized, 6,407 and 22,321 shares Series A issued and outstanding, as of April 30th, 2007 and 2006 respectively	6	22
1,819 shares Series B issued and outstanding as of April 30, 2007	2	-
Common stock, \$.001 par value; 100,000,000 shares authorized, 46,064,668 and 24,053,480 shares issued and outstanding as of April 30, 2007 and 2006 respectively	46,065	24,053
Stock subscribed	114,000	-
Additional paid-in capital	46,099,436	15,990,117
Foreign currency translation adjustment	(197,572)	(332,171)
Accumulated deficit	(36,426,981)	(16,704,762)
Total stockholders' equity	<u>9,634,956</u>	<u>(1,022,740)</u>
Total liabilities and stockholders' equity	<u>\$ 15,041,353</u>	<u>\$ 6,291,569</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.



**CODA OCTOPUS GROUP, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**  
**FOR THE SIX MONTHS ENDED APRIL 30, 2007 and 2006**  
**(UNAUDITED)**

	April 30, 2007	April 30, 2006
Net revenue	\$ 4,934,714	\$ 2,452,308
Cost of revenue	2,212,373	1,161,766
Gross profit	2,722,341	1,290,542
Research and development	1,101,758	1,097,070
Selling, general and administrative expenses	5,288,539	3,247,453
Other operating expenses	435,000	-
Operating income	(4,102,956)	(3,053,981)
Other income (expense)		
Other income (expense)	37,795	504
Interest expense	(5,788,596)	(146,633)
Total other income (expense)	(5,750,801)	(146,129)
Loss before income taxes	(9,853,757)	(3,200,110)
Provision for income taxes	-	-
Net loss	(9,853,757)	(3,200,110)
Preferred Stock Dividends:		
Series A	(207,099)	(79,650)
Series B	(107,679)	-
Beneficial Conversion Feature	(800,000)	-
Net Loss Applicable to Common Shares	<u>\$ (10,968,535)</u>	<u>\$ (3,279,760)</u>
Loss per share, basic and diluted	<u>(0.38)</u>	<u>(0.14)</u>
Weighted average shares outstanding	29,138,920	23,795,553
Comprehensive loss:		
Net loss	\$ (9,853,757)	\$ (3,200,110)
Foreign currency translation adjustment	(197,572)	(421,013)
Comprehensive loss	<u>\$ (10,051,329)</u>	<u>\$ (3,621,123)</u>

The accompanying footnotes are an integral part of these unaudited consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE SIX MONTHS ENDED APRIL 30, 2007 and 2006**  
**(UNAUDITED)**

	Preferred Stock Series A		Preferred Stock Series B		Common Stock		Common Stock	Additional Paid-in	Foreign Currency Translation	Accumulated	
	Shares	Amount	Shares	Amount	Shares	Amount	Subscribed	Capital	Adjustment	Deficit	Total
Balance, October 31, 2005	15,000	\$ 15	-	\$ -	23,667,656	\$23,668	\$ -	\$13,837,534	\$ (10,117)	\$(13,362,433)	\$ 488,667
Sale of shares for cash	-	-	-	-	-	-	-	-	-	-	-
Shares issued for compensation	-	-	-	-	-	-	-	-	-	-	-
Common stock subscribed	-	-	-	-	-	-	-	-	-	-	-
Fair value of options and warrants issued as compensation and for financing	-	-	-	-	-	-	-	147,693	-	-	147,693
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	36,391	-	36,391
Net loss	-	-	-	-	-	-	-	-	-	(1,141,580)	(1,141,580)
Balance, January 31, 2006	15,000	\$ 15	-	\$ -	23,667,656	\$23,668	\$ -	\$13,985,227	\$ 26,274	\$(14,504,013)	\$ (468,829)
Stock issued for compensaton	-	-	-	-	385,824	386	-	192,526	-	-	192,912
Sales of preferred stock for cash (Series A)	7,321	7	-	-	-	-	-	1,141,718	-	-	1,141,725
Fair value of options and warrants issued as compensation and for financing	-	-	-	-	-	-	-	670,646	-	-	670,646
Preferred stock dividend (Series A)	-	-	-	-	-	-	-	-	-	(79,650)	(79,650)
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	(358,444)	-	(358,444)

[illegible]

for cash	-	-	-	-	13,280,000	13,280	-	12,153,585	-	-	12,166,865
	-										
Stock issued for compensation	-		-	-	161,180	161	-	186,369	-	-	186,530
Stock issued for acquisition	-	-	-	-	532,090	532	-	792,282	-	-	792,814
Stock subscribed:											
Preferred stock	-	-	-	-	-	-	80,000	-	-	-	80,000
Common stock		-	-	-	-	-	34,000	-	-	-	34,000
Fair value of options and warrants issued as compensation and for financing	-	-	-	-	-	-	-	5,551,763	-	-	5,551,762
Preferred stock dividends:											
Series A	-	-	-	-	-	-	-	-	-	(207,099)	(207,099)
Series B	-	-	-	-	-	-	-	-	-	(107,678)	(107,678)
Foreign currency translation adjustment	-	-	-	-	-	-	-	-	130,737		130,737
Net loss	-	-	-	-	-	-	-	-	-	(7,322,838)	(7,322,838)
Balance, April 30, 2007	<u>6,407</u>	<u>\$ 6</u>	<u>1,819</u>	<u>\$ 2</u>	<u>46,064,668</u>	<u>\$46,065</u>	<u>\$ 114,000</u>	<u>\$46,099,436</u>	<u>\$ (197,572)</u>	<u>\$(36,426,981)</u>	<u>\$ 9,634,956</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS**  
**FOR THE SIX MONTHS ENDED APRIL 30, 2007 and 2006**  
**(UNAUDITED)**

	April 30, 2007	April 30, 2006
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (9,853,757)	\$ (3,200,110)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	87,273	71,922
Stock based compensation	1,788,541	340,605
Financing costs	5,544,445	-
Bad debt expense	130,309	79,650
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(263,127)	(2,073,183)
Inventory	(604,375)	(291,631)
Prepaid expenses	(196,603)	116,354
Other receivables	(112,018)	(847,686)
Increase (decrease) in:		
Accounts payable and accrued expenses	(1,546,903)	3,924,939
Due to related parties	(119,253)	(53,171)
Net cash (used) by operating activities	<u>(5,145,468)</u>	<u>(1,931,603)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(113,582)	(67,418)
Purchases of intangible assets	(1,000)	(4,930)
Acquisition of Miller & Hilton, Inc. d/b/a Colmek	(800,000)	-
Cash acquired from Colmek	<u>35,515</u>	<u>-</u>
Net cash used by investing activities	<u>(879,067)</u>	<u>(72,348)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from/(repayment of) loans	(1,066,447)	(2,174,070)
Proceeds from sale of stock	13,080,865	3,796,725
Redemption of preferred stock	(1,818,082)	-
Preferred stock dividend	<u>(247,841)</u>	<u>-</u>
Net cash provided by financing activities	<u>9,948,495</u>	<u>1,622,655</u>
Effect of exchange rate changes on cash	<u>3,914</u>	<u>241,141</u>
Net (decrease) increase in cash	3,927,874	(140,155)
Cash and cash equivalents, beginning of period	<u>1,377,972</u>	<u>142,936</u>
Cash and cash equivalents, end of period	<u><u>\$ 5,305,846</u></u>	<u><u>\$ 2,781</u></u>
<b>Cash paid for:</b>		
Interest	\$ 243,600	\$ 146,633
Income taxes	-	-

**Supplemental Disclosures:**

During the six months to April 30, 2007, 1,522,180 shares of common stock were issued as payment of \$1,662,817 of compensation that was earned.

Acquisition of Colmek:	
Current assets acquired	195,528
Cash acquired	35,515
Equipment acquired	80,007
Goodwill and intangible assets	2,773,613
Liabilities assumed	(727,913)
Deferred note payable	(763,936)
Amount paid in common stock	<u>(792,814)</u>
Cash Paid for Acquisition	<u>800,000</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**Six Months ended April 30, 2007 and 2006**  
**UNAUDITED**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES**

A summary of the significant accounting policies applied in the preparation of the accompanying unaudited consolidated financial statements follows.

**General**

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and in accordance with Item 310 of Regulation S-B. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements.

In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Accordingly, the results from operations for the six month period ended April 30, 2007, are not necessarily indicative of the results that may be expected for the year ended October 31, 2007. The unaudited condensed financial statements should be read in conjunction with the consolidated October 31, 2006 financial statements and footnotes thereto included in the Company's SB-2 filed on May 22, 2007 with the Securities Exchange Commission (SEC).

**Business and Basis of Presentation**

Coda Octopus Group, Inc. ( "we" , "us" , " our company " or "Coda" ), was formed under the laws of the State of Florida in 1992 as The Panda Project, Inc. ("Panda"). We changed our name in August, 2004, subsequent to the reverse acquisition described below. We are a developer of underwater technologies and equipment for imaging, mapping, defense and survey applications. We are based in New York, with research and development, sales and manufacturing facilities located in the United Kingdom and Norway, and additional sales locations in Florida and Washington, D.C.

Effective July 12, 2004, Panda acquired all of the issued and outstanding common stock of Coda Octopus Ltd, now known as Coda Octopus products Ltd ("COPL") a U.K. operating company, which also owned United States and Norwegian subsidiaries. As a result of this transaction, COL's former shareholders obtained control of Panda, a shell corporation with no operations. In accordance with SFAS No. 141, Coda was the acquiring entity, while the transaction was accounted for using the purchase method of accounting, in substance the acquisition was a recapitalization of Coda's capital structure. For accounting purposes, this acquisition has been treated as a reverse acquisition of Panda. The Company did not recognize any goodwill or any intangible assets in connection with the transaction.

The unaudited consolidated financial statements include the accounts of Coda and our domestic and foreign subsidiaries that are more than 50% owned and controlled. All significant intercompany transactions and balances have been eliminated in the consolidated financial statement.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that we may undertake in the future, actual results may differ from those estimates.

**Revenue Recognition**

We record revenue in accordance with the guidance of the SEC's *Staff Accounting Bulletin SAB No. 104* (SAB 104), which supersedes SAB No. 101 in order to encompass EITF No. 00-21, Revenue Arrangements with Multiple Deliverables (EITF 00-21). Our revenue is derived from sales of underwater technologies and equipment for imaging, mapping, defense and survey applications. Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the contract price is fixed or determinable, and collectibility is reasonably assured. No right of return privileges are granted to customers after shipment.

For arrangements with multiple deliverables, we recognize product revenue by allocating the revenue to each deliverable based on the fair value of each deliverable in accordance with EITF No. 00-21 and SAB No. 104, and recognize revenue for equipment upon delivery and for installation and other services as performed. EITF No. 00-21 was effective for revenue arrangements entered into in fiscal periods beginning after June 15, 2003.

Our contracts sometimes require customer payments in advance of revenue recognition. These deposit amounts are reflected as liabilities and recognized as revenue when the Company has fulfilled its obligations under the respective contracts.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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Revenues derived from our software license sales are recognized in accordance with Statement of Position (SOP) SOP No. 97-2, "Software Revenue Recognition," and SOP No. 98-9, "Modifications of SOP No. 97-2, Software Revenue Recognition with Respect to Certain Transactions". For software license sales for which any services rendered are not considered essential to the functionality of the software, we recognize revenue upon delivery of the software, provided (1) there is evidence of an arrangement, (2) collection of our fee is considered probable and (3) the fee is fixed and determinable.

#### **Foreign Currency Translation**

Coda translates the foreign currency financial statements of its foreign subsidiaries in accordance with the requirements of Statement of Financial Accounting Standards No. 52, "Foreign Currency Translation". Assets and liabilities are translated at current exchange rates, and related revenue and expenses are translated at average exchange rates in effect during the period. Resulting translation adjustments are recorded as a separate component in stockholders' equity. Foreign currency transaction gains and losses are included in the statement of income.

#### **Income Taxes**

Deferred income taxes are provided using the asset and liability method for financial reporting purposes in accordance with the provisions of Statements of Financial Standards No. 109, "Accounting for Income Taxes". Under this method, deferred tax assets and liabilities are recognized for temporary differences between the tax bases of assets and liabilities and their carrying values for financial reporting purposes, and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be removed or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statements of operations in the period that includes the enactment date.

#### **Cash and Cash Equivalents**

Cash equivalents are comprised of highly liquid investments with maturity of three months or less when purchased. We maintain our cash in bank deposit accounts, which at times, may exceed insured limits. We have not experienced any losses in such accounts.

#### **Concentrations of Credit Risk**

Financial instruments and related items, which potentially subject us to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable. We place our cash and temporary cash investments with credit quality institutions. At times, such investments may be in excess of applicable government mandated insurance limits. We periodically review our trade receivables in determining our allowance for doubtful accounts. Allowance for doubtful accounts was nil and \$708 for the periods ended April 30, 2007 and 2006 respectively.

#### **Fair Value of Financial Instruments**

SFAS No. 107, "Disclosures About Fair Value of Financial Instruments", requires disclosure of the fair value of certain financial instruments. The carrying value of cash and cash equivalents, accounts receivable, other receivables, accounts payable and short-term borrowings, as reflected in the balance sheets, approximate fair value because of the short-term maturity of these instruments. Our long term debt has interest rates that approximate market and therefore the carrying amounts approximate their fair values.

#### **Inventory**

Inventory is stated at the lower of cost or market using the first-in first-out method. Inventory is comprised of the following components at April 30, 2007 and 2006:

	2007	2006
Raw materials	\$ 896,272	\$ 912,049
Work in process	573,617	96,258
Finished goods	1,085,878	327,375
	<u>\$ 2,555,767</u>	<u>\$ 1,335,682</u>

#### **Property and Equipment**

We record our equipment at historical cost. We expense maintenance and repairs as incurred. Depreciation is provided for by the straight-line method over three to four years, the estimated useful lives of the property and equipment.



**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**Six Months ended April 30, 2007 and 2006**  
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**Long-Lived Assets**

We follow SFAS No. 144, "Accounting for Impairment of Disposal of Long-Lived Assets", which established a "primary asset" approach to determine the cash flow estimation period for a group of assets and liabilities that represents the unit of accounting for a long-lived asset to be held and used. Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The carrying amount of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. Long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell. No impairment loss was recognized during the periods ended April 30, 2007 and 2006.

**Research and Development**

Research and development costs consist of expenditures for the present and future patents and technology, which cannot be capitalized. We are eligible for United Kingdom tax credits related to our qualified research and development expenditures. Tax credits are classified as a reduction of research and development expense. We recorded no tax credits during either period.

**Marketing**

We charge the costs of marketing to expense as incurred. For the periods ended April 30, 2007 and 2006, marketing costs were \$126,428 and \$171,023, respectively.

**Intangible Assets**

Intangible assets consist principally of the excess of cost over the fair value of net assets acquired (or goodwill), customer relationships, and non-compete agreements. Goodwill was allocated to our reporting units based on the original purchase price allocation. Customer relationships and non-compete agreements are being amortized on a straight-line basis over periods of 5 to 10 years. The Company amortizes its intangible assets using the straight-line method over their estimated period of benefit. We periodically evaluate the recoverability of intangible assets and take into account events or circumstances that warrant revised estimates of useful lives or that indicate that impairment exists.

We test for impairment at the reporting unit level as defined in SFAS No. 142, "Goodwill and Other Intangible Assets." This test is a two-step process. The first step of the goodwill impairment test, used to identify potential impairment, compares the fair value of the reporting unit with its carrying amount, including goodwill. If the fair value, which is based on future cash flows, exceeds the carrying amount, goodwill is not considered impaired. If the carrying amount exceeds the fair value, the second step must be performed to measure the amount of the impairment loss, if any. The second step compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. In the fourth quarter of each year, we evaluate goodwill on a separate reporting unit basis to assess recoverability, and impairments, if any, are recognized in earnings. An impairment loss would be recognized in an amount equal to the excess of the carrying amount of the goodwill over the implied fair value of the goodwill. SFAS No. 142 also requires that intangible assets with determinable useful lives be amortized over their respective estimated useful lives and reviewed annually for impairment in accordance with SFAS No. 144.

**Stock Based Compensation**

SFAS No. 123, "Accounting for Stock-Based Compensation," established and encouraged the use of the fair value based method of accounting for stock-based compensation arrangements under which compensation cost is determined using the fair value of stock-based compensation determined as of the date of the grant or the date at which the performance of the services is completed and is recognized over the periods in which the related services are rendered. The statement also permitted companies to elect to continue using the current intrinsic value accounting method specified in Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," to account for stock-based compensation to employees. Prior to the adoption of SFAS 123(R) we elected to use the intrinsic value based method for grants to our employees and directors and have disclosed the pro forma effect of using the fair value based method to account for our stock-based compensation to employees.

On December 16, 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123R (revised 2004), "Share-Based Payment" ("Statement 123R") which is a revision of SFAS No. 123.

Statement 123R supersedes APB opinion No. 25 and amends SFAS No. 95, "Statement of Cash Flows". Generally, the approach in Statement 123R is similar to the approach described in Statement 123. However, Statement 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro-forma disclosure is no longer an alternative. This statement does not change the accounting guidance for share based payment transactions with parties other than employees provided in SFAS No. 123(R). This statement does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans." On April 14, 2005, the SEC amended the effective date of the provisions of this statement. The effect of this amendment by the SEC is that the Company had to comply with Statement 123R and use the Fair Value based method of accounting no later than the first quarter of 2006. We implemented SFAS

No. 123(R) on November 1, 2004 using the modified prospective method. The fair value of each option grant issued after November 1, 2004 will be determined as of grant date, utilizing the Black-Scholes option pricing model. The amortization of each option grant will be over the remainder of the vesting period of each option grant. We use the fair value method for equity instruments granted to non-employees and use the Black Scholes model for measuring the fair value. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the periods in which the related services are rendered.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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**Comprehensive Income**

Statement of Financial Accounting Standards No. 130 ("SFAS 130"), "Reporting Comprehensive Income," establishes standards for reporting and displaying of comprehensive income, its components and accumulated balances. Comprehensive income is defined to include all changes in equity except those resulting from investments by owners and distributions to owners. Among other disclosures, SFAS 130 requires that all items that are required to be recognized under current accounting standards as components of comprehensive income be reported in a financial statement that is displayed with the same prominence as other financial statements. Comprehensive income includes gains and losses on foreign currency translation adjustments and is included as a component of stockholders' equity.

**Loss Per Share**

We use SFAS No. 128, "Earnings Per Share" for calculating the basic and diluted loss per share. We compute basic loss per share by dividing net loss and net loss attributable to common shareholders by the weighted average number of common shares outstanding. Diluted loss per share is computed similar to basic loss per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential shares had been issued and if the additional shares were dilutive. Common equivalent shares are excluded from the computation of net loss per share if their effect is anti-dilutive.

Per share basic and diluted net loss amounted to \$0.38 and \$0.13 for the periods ended April 30, 2007 and 2006, respectively. For the periods ended April 30, 2007 and 2006, 31,858,628 and 7,351,728 potential shares, respectively, were excluded from the shares used to calculate diluted earnings per share as their inclusion would reduce net loss per share.

**Liquidity**

As of April 30, 2007 we have cash and cash equivalents of \$5,305,845 and positive working capital of \$5,565,290. For the period ended April 30, 2007 we had a net loss of \$9,853,757 and negative cash flow from operations of \$5,145,468. We also have an accumulated deficit of \$36,426,981 at April 30, 2007.

**NOTE 2 - FIXED ASSETS**

Property and equipment at April 30, 2007 and 2006 is summarized as follows:

	2007	2006
<b>Machinery and Equipment</b>	\$ 739,907	\$ 483,083
<b>Accumulated Depreciation</b>	(495,737)	(449,356)
	<u>\$ 244,170</u>	<u>\$ 33,727</u>

Depreciation expense recorded in the statement of operations for the six months ended April 30, 2007 and 2006 is \$32,945 and \$32,487, respectively.

Rental equipment at April 30, 2007 and 2006 is summarized as follows:

	2007	2006
<b>Rental Equipment</b>	\$ 240,140	240,140
<b>Accumulated Depreciation</b>	(161,524)	(79,023)
	<u>\$ 78,616</u>	<u>\$ 161,117</u>

Depreciation expense recorded in the statement of operations for the six months ended April 30, 2007 and 2006 is \$41,499 and 38,877, respectively.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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**NOTE 3 - INTANGIBLE ASSETS AND GOODWILL**

The Company has adopted SFAS No. 142, Goodwill and Other Intangible Assets, whereby the Company periodically test its intangible assets for impairment. On an annual basis, and when there is reason to suspect that their values have been diminished or impaired, these assets are tested for impairment, and write-downs will be included in results from operations.

The identifiable intangible assets acquired and their carrying value at April 30, 2007 are:

	<b>April 30, 2007</b>
Customer relationships (Weighted average life of 10 years)	\$ 694,503
Non-compete agreements (Weighted average life of 3 years)	198,911
Patents	30,555
Total Amortized identifiable intangible assets-Gross carrying value:	923,969
Less Accumulated Amortization	(32,090)
Net:	<u>891,879</u>
Residual value:	<u>891,879</u>

Our acquisition of Colmek resulted in the valuation of Colmek's customer relationships and covenants (see Note 10), which have an estimated useful life of 10 years and 3 years respectively, and as such are being amortized monthly over that period. Goodwill of \$1,880,199 represented the excess of the purchase price over the fair value of the net tangible and intangible assets acquired.

As a result of the acquisitions of Martech and Colmek, the Company has goodwill in the amount of \$2,941,105 as of April 30, 2007. The changes in the carrying amount of goodwill for the six months ended April 30, 2007 are recorded below.

	<b>April 30, 2007</b>
Beginning goodwill balance at November 1, 2006	\$ 1,060,906
Goodwill recorded upon acquisition of Colmek	<u>1,880,199</u>
Balance at April 30, 2007	<u>\$ 2,941,105</u>

Considerable management judgment is necessary to estimate fair value. We enlisted the assistance of an independent valuation consultant to determine the values of our intangible assets and goodwill, both at the dates of acquisition and at specific dates annually. Based on various market factors and projections used by management, actual results could vary significantly from managements' estimates.

Amortization of patents, customer relationships, and non-compete agreements included as a charge to income amounted to \$12,829 and \$558 for the six months ended April 30, 2007 and 2006, respectively. Goodwill is not being amortized.

**NOTE 4 - CAPITAL STOCK**

The Company is authorized to issue 100,000,000 shares of common stock with a par value of \$.001 per share. As of April 30, 2007, the Company has issued and outstanding 46,064,688 shares of common stock. The Company is also authorized to issue 5,000,000 shares of preferred stock with a par value of \$.001 per share. We have designated 50,000 preferred shares as Series A preferred stock and have designated 50,000 preferred shares as Series B preferred stock. The remaining 4,900,000 shares of preferred stock is undesignated. There were 8,226 preferred shares outstanding at April 30, 2007, of which 6,407 shares were Series A and 1,819 shares were Series B.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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Series A Preferred Stock

We designated 50,000 shares of our preferred stock, par value \$.001, as Series A Preferred Stock. The Series A Preferred Stock ranks senior to all classes of common and preferred stock. The Series A Preferred Stock has a dividend rate of 12% per year. The Series A Preferred Stock and accrued dividends is convertible at the option of the holder into shares of our common stock at a conversion price of \$1.00 per share.

During the period ended April 30, 2007 we did not issue any further Series A Preferred Stock. At April 30, 2007, the total of Series A Preferred Stock outstanding is 6,407 shares, convertible into 1,050,310 shares of common stock. During the period ended April 30, 2006 we sold 7,321 shares, taking our total to 22,321.

During the period ended April 30, 2007, 17,234 shares were converted into common stock and were included in the numbers detailed above.

Series B Preferred Stock

We designated 50,000 shares of our preferred stock, par value \$.001, as Series B Preferred Stock. The Series B Preferred Stock ranks junior to our issued and outstanding Series A preferred Stock and senior to all classes of common stock. The Series B Preferred Stock has a dividend rate of 8% per year. The Series B Preferred Stock and accrued dividends is convertible at the option of the holder into shares of our common stock at a conversion price of \$1.00 per share.

During the period ended April 30, 2007, we sold 8,000 preferred Series B stock units, each unit consisting of one share of our Series B Preferred Stock, 100 Series A warrants, 100 Series B warrants, and 81.25 shares of common stock (650,000 shares of common stock in total). Each Series A warrant and Series B warrant is exercisable into shares of our common stock for a period of five years at exercise prices of \$1.30 and \$1.70 per share, respectively. Gross proceeds from the sale of the units were \$800,000.

Also during the period, 29,000 shares of Series B Preferred Stock were converted into 2,900,000 shares of common stock.

In addition, 18,182 shares of Series B Preferred Stock were redeemed at a price of \$110 per share, leaving 1,819 shares outstanding at April 30, 2007, which are convertible into 181,900 shares of common stock.

Common Stock

During the period ended April 30, 2007 we issued 1,522,180 shares of common stock, valued at \$1,664,178 to employees, directors and consultants for services.

During the period ending April 30, 2007, we sold 13,280,000 shares of common stock which were issued alongside 6,640,000 Series A warrants and 6,640,000 Series B warrants. Each Series A warrant is convertible into common stock at a price of \$1.30, and each Series B warrant is convertible into common stock at \$1.70. Each warrant has a life of 5 years.

We issued 532,090 shares of common stock as part payment in our acquisition of Miller Hilton, Inc, d/b/a Colmek Systems Engineering, with a further 42,910 shares payable within 12 months.

In accordance with Emerging Issues Task Force ("EITF") No.00-27, "*Application of EITF Issue No. 98-5, 'Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Rates', to Certain convertible Instruments*", a portion of the proceeds of our stock sales were allocated to the warrants based on their relative fair value.

For the sale of Series B Preferred Stock, this totaled \$546,566 using the Black Scholes option pricing model. Further, we attributed a beneficial conversion feature of \$253,434 to the Series B preferred shares based upon the difference between the conversion price of those shares and the closing price of our common shares on the date of issuance, limited to the proceeds attributable to the sale of the preferred shares. The weighted average assumptions used in the Black Scholes model are as follows: (1) dividend yield of 0%; (2) expected volatility of 304%, (3) risk-free interest rate of 4.90%, and (4) expected life of 2 years as the conversion feature and warrants are immediately exercisable. Both the fair value of the warrants and the beneficial conversion feature aggregating \$800,000 were recorded as a dividend and are included in the accompanying financial statements.

Other Equity Transactions

During the period ended April 30, 2007, we issued in the aggregate 157,000 common share purchase options to employees and consultants. The options were issued with exercise prices of \$1.50. The initial fair value of the options was \$175,587.61 using the Black Scholes method at the date of grant of the options based on the following assumptions: (1) risk free interest rate of 4.90%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 328%; and (4) an expected life of the options of 2 years. The fair value of the options has been expensed in this period. In accordance with EITF 96-18, the fair value of consultant vesting options will be recomputed at each reporting period and any increase will be charged to expense. Due to staff departures, 77,000 options were cancelled, all of which had exercise prices of \$1.



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During the year ended October 31, 2006, we issued in the aggregate 1,315,000 common share purchase options to employees and consultants. The options were issued with exercise prices of \$1.00 and \$1.50. Of these awards, 616,000 vested immediately and the balance vests over various periods through July, 2008. The initial fair value of the options was \$835,438 using the Black Scholes method at the date of grant of the options based on the following assumptions ranges: (1) risk free interest rate of 4.25% - 5.1%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 328% - 563%; and (4) an expected life of the options of 2 years. The fair value of the options is being expensed over the vesting period. In accordance with EITF 96-18, the fair value of consultant vesting options will be recomputed at each reporting period and any increase will be charged to expense. During the period ended April 30, 2007, nil was charged to expense.

During the year ended October 31, 2005, we issued in the aggregate 2,350,000 common share purchase options to employees and consultants. The options were issued with an exercise price of \$1.00. Of these awards, 888,500 vested immediately and the balance vests over various periods through May, 2007. The initial fair value of the options was \$1,221,497 using the Black Scholes method at the date of grant of the options based on the following assumptions ranges: (1) risk free interest rate of 4.5%; (2) dividend yield of 0%; (3) volatility factor of the expected market price of our common stock of 679%; and (4) an expected life of the options of 2 years. The fair value of the options is being expensed over the vesting period. In accordance with EITF 96-18, the fair value of consultant vesting options will be recomputed at each reporting period and any increase will be charged to expense. During the periods ending April 30, 2007 and 2006, nil and nil, respectively, was charged to expense.

**NOTE 5 - WARRANTS AND STOCK OPTIONS**

Transactions involving stock options and warrants issued are summarized as follows:

	<b>2007</b>		<b>2006</b>	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of period	13,410,000	\$ 1.29	2,350,000	\$ 1.00
Granted during the period	17,926,418	1.50	1,205,000	0.86
Exercised during the period	—	—	—	—
Terminated during the period	210,000	1.24	—	---
Outstanding at end of the period	31,126,418	\$ 1.41	3,555,000	\$ 0.95
Exercisable at end of the period	29,944,918	\$ 1.42	1,729,500	\$ 0.90

The number and weighted average exercise prices of stock purchase options and warrants outstanding as of April 30, 2007 are as follows:

Range of Exercise Prices	Number Outstanding	Weighted Average Contractual Life (Yrs)	Weighted Average Exercise Price
0.50	750,000	4.00	\$ 0.50
0.58	400,000	3.92	0.58
1.00	3,545,000	3.02	1.00
1.30	13,098,209	4.70	1.30
1.50	235,000	4.07	1.50
1.70	13,098,209	4.70	1.70

**NOTE 6 - INCOME TAXES**

The Company has adopted Financial Accounting Standard No. 109 which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences between taxable income reported for financial reporting purposes and income tax purposes are insignificant.

**CODA OCTOPUS GROUP, INC.**  
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For income tax reporting purposes, the Company's aggregate U.S. unused net operating losses approximate \$15,840,000 which expire through 2027, subject to limitations of Section 382 of the Internal Revenue Code, as amended. The deferred tax asset related to the carry forward is approximately \$5,386,000. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.

For income tax reporting purposes, the Company's aggregate UK unused net operating losses approximate \$9,608,000, with no expiration. The deferred tax asset related to the carryforward is approximately \$2,888,000. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.

Components of deferred tax assets as of April 30, 2007 are as follows:

	<u>April 30, 2007</u>	<u>April 30, 2006</u>
<b>Non-Current:</b>		
<b>Net Operating Loss Carry Forward</b>	<b>\$ 5,386,000</b>	<b>\$ 3,518,000</b>
<b>Valuation Allowance</b>	<b>(5,386,000)</b>	<b>(3,518,000)</b>
<b>Net Deferred Tax Asset</b>	<b>\$ -</b>	<b>\$ -</b>

**NOTE 7 - CONTINGENCIES AND COMMITMENTS**

**Litigation**

We may become subject to legal proceedings and claims, which arise in the ordinary course of its business. Although occasional adverse decisions or settlements may occur, we believe that the final disposition of any matters should not have a material adverse effect on our financial position, results of operations or liquidity.

**Factoring Agreement**

We factor certain of our receivables pursuant to a factoring agreement. Advances received pursuant to the agreement are secured by our accounts receivable.

This factoring agreement was entered into on August 17, 2005 with Faunus Group International, Inc. ("FGI") for a maximum borrowing of up to \$1 million. Over the course of the period, we factored invoices totaling \$2,671,705 in receivables and we received \$1,863,546 in proceeds from FGI. This compares with the 2006 period, where, we factored invoices totaling \$2,395,163 in receivables and we received \$2,467,805 in proceeds from FGI.

Under the arrangement, FGI typically advances to the Company 80% of the total amount of accounts receivable factored. FGI retains 20% of the outstanding factored accounts receivable as a reserve, which it holds until the customer pays the factored invoice to FGI. The cost of funds for the accounts receivable portion of the borrowings with FGI is 1.85% for the initial 30 day credit period, up to a maximum of 45 days; thereafter, an additional fee of 0.5% is charged for each 10 day period.

**Operating Leases**

We occupy our various office and warehouse facilities pursuant to both term and month-to-month leases. Our term leases expire at various times through September 2013. Future minimum lease obligations are approximately \$1,858,054.

**Concentrations**

We had no concentrations of sales or purchases of over 5% during either of the periods ended 2007 and 2006.

**NOTE 8 - NOTES AND LOANS PAYABLE**

At April 30, 2007 we had no outstanding balance under our UK bank revolving credit facility, which was repaid in full during the period. The advances bear interest at 2.0% over UK Bank Base Rate and are due on demand. The advances are secured by a bond and a security interest in the assets of our subsidiary, Coda Octopus Products Ltd, exclusive of accounts receivable.



**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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**NOTE 9 - DUE TO RELATED PARTIES**

We are indebted to various related parties for advances for payments of operating expenses and dividends. These related parties include our parent and other entities controlled by our parent. Advances are non interest bearing and are due on demand. At the end of the period ending April 30, 2007, \$106,875 was due to related parties, compared with \$523,810 for the period ending April 30, 2006.

**NOTE 10 - ACQUISITIONS**

*Acquisition of Martech Systems (Weymouth) Limited*

On June 26, 2006, we acquired all of the issued and outstanding capital stock of Martech Systems (Weymouth) Limited, a UK company ("Martech"). Martech specializes in engineering projects and sales to the UK Ministry of Defense. The acquisition was made to expand our engineering and related services, along with the sale of products, to the U K government. The purchase price was approximately \$1,536,000, payable as follows: approximately \$1,180,000 in cash at closing; approximately \$364,000 in cash one year after closing, which is accrued as \$382,000 as at October 31, 2006, due to exchange rate movements. Approximately \$286,000 in common stock could become due on October 31, 2007, though this dependent upon the performance of Martech, and is in no way guaranteed. The shares of common stock issued in conjunction with the merger were not registered under the Securities Act of 1933. The acquisition of Martech was accounted for using the purchase method in accordance with SFAS 141, "Business Combinations." The results of operations for Martech have been included in the Consolidated Statements of Operations since the date of acquisition.

In accordance with Financial Accounting Standard (SFAS) No. 141, Business Combinations, the total purchase price was allocated to the estimated fair value of assets acquired and liabilities assumed. The estimate of fair value of the assets acquired was based on management's estimate. The total purchase price was allocated to the assets and liabilities acquired as follows:

Current assets acquired	\$ 993,817
Equipment, net	37,126
Goodwill	998,591
Current liabilities assumed	\$ (493,262)
	<u>1,536,271</u>
Purchase price	<u>\$ 1,536,271</u>

The total cost of the acquisition has been allocated to the assets acquired and the liabilities assumed based upon their respective fair values in accordance with SFAS No. 141, Business Combinations. Goodwill of \$998,591 represented the excess of the purchase price over the fair value of the net tangible and intangible assets acquired. The goodwill recognized in the acquisition result primarily from the acquisition of the assembled workforce.

*Acquisition of Colmek Systems Engineering*

On April 6, 2007, we completed the acquisition of Miller & Hilton Inc. d/b/a Colmek Systems Engineering, a Utah corporation ("Colmek"). The total purchase price was \$2,356,750 million, consisting of cash paid at the closing of the transaction in the amount of \$800,000 and the issuance of 532,090 shares of our common stock, and \$700,000 and 42,910 shares that are due and payable on the first anniversary of the closing date evidenced by secured promissory notes to the former Colmek shareholders. Under the terms of the stock purchase agreements, we have pledged the Colmek shares as collateral security for the performance of our deferred payment obligations under the notes. At the date of issuance of the 532,090 shares these were valued at \$792,814. The shares of common stock issued in conjunction with the merger were not registered under the Securities Act of 1933. The acquisition of Colmek was accounted for using the purchase method in accordance with SFAS 141, "Business Combinations." The results of operations for Colmek have been included in the Consolidated Statements of Operations since the date of acquisition.

In accordance with Financial Accounting Standard (SFAS) No. 141, Business Combinations, the total purchase price was allocated to the estimated fair value of assets acquired and liabilities assumed. The estimate of fair value of the assets acquired was based on management's and an independent appraiser's estimates. The total purchase price was allocated to the assets and liabilities acquired as follows:

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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Current Assets	\$ 231,043
Equipment	80,007
Current Liabilities	(727,913)
Customer Relationships	694,503
Non-Compete Agreements	198,911
Goodwill	1,880,199
Total Purchase Price	<u>\$ 2,356,750</u>

The intangible asset of \$893,414 at the date of acquisition consisted of customer relationships and non-compete agreements. The intangible assets acquired have an estimated useful life of 10 and 3 years , respectively, and as such will be amortized monthly over those periods. Goodwill of \$1,880,199 represented the excess of the purchase price over the fair value of the net tangible and intangible assets acquired.

**NOTE 11 - SUBSEQUENT EVENTS**

During the year to October 31, 2006, we advanced a sum of \$533,147 to MSGI Security Solutions, Inc. (OTC: MSGI.OB), with a further \$100,000 advanced in early May 2007. The full sum of \$633,147 was repaid on May 17, 2007 through the issuance of 850,000 common shares in MSGI. A license has also been granted to utilize MSGI's wireless video encryption capabilities within the company and its products.

In May 2007, we sold 1,745,000 units comprising of one share of common stock, 0.5 warrants exercisable at \$1.30, 0.5 warrants exercisable at a price of \$1.70, and priced at \$1 for the unit, for a total raise of \$1,745,000 before expenses. This completed our raise of \$15 million before expenses, adding to the \$13,280,000 raised in the period to April, 30, 2007.

In June 2007, we issued 91,838 shares of common stock at a value of \$1.31 per share for a total value of \$120,308, as compensation to employees, directors and consultants, for services. This issue of shares relates to the period to April 30, 2007 and has already been accrued for within our accounts for this period.

**MARTECH SYSTEMS (WEYMOUTH) LIMITED**

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**REPORT AND AUDITED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED  
31 OCTOBER 2005**

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**COYNE, BUTTERWORTH & CHALMERS**  
CHARTERED ACCOUNTANTS

**LUPINS BUSINESS CENTRE  
1-3 GREENHILL  
WEYMOUTH  
DORSET DT4 7SP**

**MARTECH SYSTEMS (WEYMOUTH) LIMITED**

**OFFICERS AND ADVISERS**

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<b>DIRECTORS</b>	B G BROOKES C R PEGRUM L L SHORT
<b>SECRETARY</b>	C R PEGRUM
<b>REGISTERED OFFICE</b>	14 ALBANY ROAD GRANBY INDUSTRIAL ESTATE WEYMOUTH DORSET DT4 9TH
<b>REGISTERED NUMBER</b>	2300406 (ENGLAND AND WALES)
<b>BANKERS</b>	NATIONAL WESTMINSTER BANK PLC 76 ST THOMAS STREET WEYMOUTH DORSET
<b>AUDITORS</b>	COYNE, BUTTERWORTH & CHALMERS CHARTERED ACCOUNTANTS WEYMOUTH AND DORCHESTER

## MARTECH SYSTEMS (WEYMOUTH) LIMITED

### DIRECTORS' REPORT

The directors present their annual report and the audited financial statements of the company for the year ended 31 October 2005 and 2004.

#### ACTIVITIES

The principal activity of the company is that of electronic and electrical designers and engineers.

#### DIRECTORS

The directors who served during the year and their interests in the share capital of the company were as follows:

	2005	2004
<b>"A" Ordinary shares</b>		
Mr C R Pegrum	2500	2500
<b>"B" Ordinary shares</b>		
Mr B G Brookes	2500	2500
<b>"C" Ordinary shares</b>		
Mr L L Short	2500	2500
<b>"D" Ordinary shares</b>		
Mr L L Short	2500	2500
<b>"E" Ordinary shares</b>		
Mr B G Brookes	2500	2500
<b>"F" Ordinary shares</b>		
Mr C R Pegrum	2500	2500

#### DIRECTORS' RESPONSIBILITIES

Company law requires the directors to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that year. In preparing those financials, the directors are required to:

Select suitable accounting policies and then apply them consistently;

Make judgments and estimates that are reasonable and prudent;

Prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

This report has been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies.

C R PEGRUM

22 March 2006

**INDEPENDENT AUDITORS' REPORT TO THE  
SHAREHOLDERS OF MARTECH SYSTEMS (WEYMOUTH)  
LIMITED**

We have audited the financial statements of Martech Systems (Weymouth) Limited for the years ended 31 October 2005 and 2004, which comprise the Profit and Loss Account, Balance Sheet, Cash Flow Statement and the related notes. These financial statements have been prepared under the historical cost convention and the accounting policies set out therein.

**Respective responsibilities of directors and auditors**

As described in the statement of Directors' Responsibilities the company's directors are responsible for the preparation of the financial statements in accordance with applicable law and United Kingdom Accounting Standards.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International standards on Auditing and auditing standards generally accepted in the United State of America.

We report to you our opinion as to whether the financial statements give a true and fair view and are properly prepared in accordance with the Companies Act 1985. We also report to you if, in our opinion, the Directors' Report is not consistent with the financial statements, if the company has not kept proper accounting records, if we have not received all the information and explanations we require for our audit, or if information specified by law regarding directors' remuneration and transactions with the company is not disclosed.

We read the Directors' Report and consider the implications for our report if we become aware of any apparent misstatements within it.

**Basis of audit opinion**

We conducted our audit in accordance with International Standards on Auditing issued by the Auditing Practices Board and auditing standards generally accepted in the United State of America. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgements made by the directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

**Opinion**

In our opinion the financial statements give a true and fair view of the state of the company's affairs at 31 October 2005 and 2004 and of its profit and cash flows for the two years in the period ended 31 October 2005 and have been properly prepared in accordance with the provisions of the Companies Act 1985.

A rectangular box containing a handwritten signature in dark ink. The signature appears to read "Coyne Butterworth & Chalmers" in a cursive script.

Weymouth  
5 December 2006

**COYNE, BUTTERWORTH & CHALMERS**

Registered Auditors  
Chartered Accountants

MARTECH SYSTEMS (WEYMOUTH) LIMITED

PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 31 OCTOBER 2005

	Note	2005 £	2004 £
<b>TURNOVER</b>			
Fees		1170220	1898763
<b>COST OF SALES</b>			
Purchases		111245	274015
Consultancy		191324	563222
Production staff		426825	529686
		729394	1366923
<b>GROSS PROFIT</b>		440826	531840
<b>ADMINISTRATIVE EXPENSES</b>			
Directors remuneration	2	115914	119221
Staff salaries		47050	63600
Rent		28360	26947
Business rates		6847	6856
Light heat and power		2614	2087
Water and effluent		458	467
Insurance		11276	12011
Repairs and renewals		7209	5870
Postage and stationery		6692	6402
Telephone and facsimile		2702	3180
Computer consumables		6210	5360
Travel and subsistence		8122	9694
Advertising		152	418
Entertaining		1564	3296
Legal fees		200	2390
Accountancy fees		8920	5450
Other professional fees		17926	40036
Equipment hire		87	346
Bank charges		1580	1918
Cleaning and laundry		2558	2489
Staff amenities		1323	1097
Staff training		5807	3559
Sundry		1517	598
Lease amortisation	3	383	383
Depreciation	3	11559	20911
		297030	344586
<b>OPERATING PROFIT</b>			
<b>carried forward</b>		143796	187254
<b>OPERATING PROFIT</b>			
<b>brought forward</b>		143796	187254
<b>INTEREST RECEIVABLE AND SIMILAR INCOME</b>			
Corporation tax		-	14
Bank		3892	3603
Overdrawn loan accounts		-	48
		3892	3665
<b>PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION</b>		147688	190919
<b>TAX ON PROFIT ON ORDINARY ACTIVITIES</b>			
Corporation tax		29405	43852

<b>PROFIT FOR FINANCIAL YEAR</b>	118283	147067
<b>Brought forward</b>	<u>286069</u>	<u>270724</u>
<b>DISTRIBUTABLE PROFIT</b>	404352	417791
<b>Dividends</b>	31300	131722
<b>Carried forward</b>	<u><u>373052</u></u>	<u><u>286069</u></u>

The company has no recognized gains or losses other than the profit or loss for the above two financial years.

A separate statement of the movement of shareholders funds is not provided as there are no changes for the current or previous year other than those shown in the profit and loss account.



**MARTECH SYSTEMS (WEYMOUTH) LIMITED**  
**CASHFLOW STATEMENT FOR THE YEAR ENDED 31 OCTOBER 2005**

	Note	2005 £	2004 £
<b>NET CASH INFLOW/(OUTFLOW)</b>			
<b>FROM OPERATING ACTIVITIES</b>	11	190998	128148
<b>RETURNS ON INVESTMENTS AND</b>			
<b>SERVICING OF FINANCE</b>			
Interest Received		3892	3665
		194890	131813
<b>TAXATION</b>			
Corporation tax paid		(43852)	(59777)
		151038	72036
<b>CAPITAL EXPENDITURE AND</b>			
<b>FINANCIAL INVESTMENT</b>			
Payments to acquire tangible fixed assets		(6099)	(8714)
<b>EQUITY DIVIDENDS PAID</b>		(31300)	(131722)
<b>CASH INFLOW/(OUTFLOW)</b>		113639	(68400)
<b>Debt due within one year</b>			
Increase/(Decrease) in directors loans		(31866)	36914
<b>INCREASE/(DECREASE) IN CASH IN YEAR</b>		81773	(31486)
<b>RECONCILIATION OF NET CASH FLOW TO MOVEMENT IN NET DEBT</b>			
Increase/(Decrease) in cash in year		81773	(31486)
Cash outflow/(inflow) from increase in funds/(decrease in debt)		31866	(36914)
<b>CHANGE IN NET FUNDS/(DEBT)</b>		113639	(68400)
<b>NET DEBT AT 1 NOVEMBER 2004</b>		92145	160545
<b>NET DEBT AT 31 OCTOBER 2005</b>	12	205784	92145

**MARTECH SYSTEMS (WEYMOUTH) LIMITED**  
**BALANCE SHEET AS AT 31 OCTOBER 2005**

		2005	2004
	Note	£	£
<b>FIXED ASSETS</b>			
Tangible assets	3	24646	30489
<b>CURRENT ASSETS</b>			
Work in progress		50753	37374
Debtors	4	220313	402638
Cash at bank and in hand	5	224156	142383
		495222	582395
<b>CREDITORS: Amounts falling due within one year</b>			
Directors		18372	50238
Other creditors	6	113444	261577
		131816	311815
<b>NET CURRENT ASSETS</b>		363406	270580
<b>TOTAL ASSETS LESS LIABILITIES</b>		388052	301069
<b>CAPITAL AND RESERVES</b>			
Called up share capital	7	15000	15000
Profit and loss account		373052	286069
<b>SHAREHOLDERS FUNDS</b>		388052	301069

The financial statements have been prepared in accordance with the special provisions of Part VII of the Companies Act 1985 applicable to small companies and in accordance with the Financial Reporting Standard for Smaller Entities (effective June 2002).

The financial statements were approved by the board of directors on 22 March 2006.

B G BROOKES

L L SHORT

C R PEGRUM

**MARTECH SYSTEMS (WEYMOUTH) LIMITED**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31 OCTOBER 2005**

**1. ACCOUNTING POLICIES**

**Accounting convention**

The financial statements are prepared under the historical cost convention and in accordance with the Financial Reporting Standard for Smaller Entities (effective June 2002).

**Tangible assets**

Depreciation is provided on assets so as to write off their cost during the expected useful life of the asset.

The rates of depreciation are as follows:

Leasehold improvements	Over the term of the lease
Equipment	15% of written down value
Computer equipment	3 years straight line

**Work in progress**

Work in progress is stated at the lower of cost and net realisable value. Cost represents materials, direct labour and where appropriate, production overheads.

**Leasing**

Rental costs under operating leases are charged to the Profit and Loss Account as incurred.

**Turnover**

Turnover represents amounts derived from the provision of goods and services falling within the company's ordinary activities, net of value added tax and discounts.

Sales are recorded only when contracts are completed. Contracts are completed when persuasive evidence of delivery and acceptance exists, the invoice has been issued and collectibility is reasonably assured and the services rendered or the products have been shipped and risk of loss has transferred to the customer.

**Warranty provision**

Warranty services are provided on a requested basis. There is no Provision for the cost of warranty services.

**Taxation**

United Kingdom corporation tax is provided for at the small companies rate of 19%.

Deferred taxation arises when items are recognized for tax purposes in periods that differ from the periods in which the items are recognized for accounting purposes. The company does not make provision for deferred taxation as any potential liability is immaterial.

**Employee Benefits**

The company operates a defined contribution scheme and the pension charge represents the amounts payable by the company to the fund in respect of the year. The company operates non-statutory holiday and sick pay schemes, the holiday pay accrued at the year end was £4,736 (2004 £10,305)

	2005 £	2004 £
<b>2. DIRECTORS REMUNERATION</b>		
Salary	69143	69143
Social security costs	6971	7028
Other pension costs	39800	43050
	<u>115914</u>	<u>119221</u>

### 3. TANGIBLE FIXED ASSETS

	Leasehold Improvements £	Equipment £	Total £
<b>Cost:</b>			
Brought forward	5641	128477	134118
Additions	-	6099	6099
Carried forward	5641	134576	140217
<b>Depreciation:</b>			
Brought forward	2193	101436	103629
Provision	383	11559	11942
Carried forward	2576	112995	115571
<b>Net book value</b>	<b>3065</b>	<b>21581</b>	<b>24646</b>

	2005 £	2004 £
<b>4. DEBTORS:</b>		
<b>Amounts due within one year</b>		
Trade debtors	216784	398914
Other	1385	1257
Prepayments	2144	2467
	<u>220313</u>	<u>402638</u>

<b>5. CASH AT BANK AND IN HAND</b>		
Business reserve	214385	56574
Current account	9655	85729
Cash in hand	116	80
	<u>224156</u>	<u>142383</u>

<b>6. OTHER CREDITORS:</b>		
<b>Amounts falling due within one year</b>		
Corporation tax	29405	43852
Other taxation and social security	59405	85682
Trade creditors	11652	68744
Accruals	12982	63299
	<u>113444</u>	<u>261577</u>

	2005 £	2004 £
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<b>7. SHARE CAPITAL:</b>		
<b>Authorised</b>		
1000000 Ordinary "A" shares of £1 each	1000000	1000000
1000000 Ordinary "B" shares of £1 each	1000000	1000000
1000000 Ordinary "C" shares of £1 each	1000000	1000000
1000000 Ordinary "D" shares of £1 each	1000000	1000000
1000000 Ordinary "E" shares of £1 each	1000000	1000000
1000000 Ordinary "F" shares of £1 each	1000000	1000000
1000000 Redeemable Non Preferred Equity shares of £1 each	1000000	1000000
1000000 Redeemable Non Preferred Voting shares of £1 each	1000000	1000000
1000000 Redeemable Non Preferred Non Voting shares of £1 each	1000000	1000000
1000000 Redeemable Preference shares of £1 each	1000000	1000000
1000000 Convertible Deferred shares of £1 each	1000000	1000000
1000000 Deferred Founder shares of £1 each	1000000	1000000
	<u>12000000</u>	<u>12000000</u>
<b>Called up, allotted and fully paid</b>		
2500 Ordinary "A" shares of £1 each	2500	2500
2500 Ordinary "B" shares of £1 each	2500	2500

2500 Ordinary "C" shares of £1 each	2500	2500
2500 Ordinary "D" shares of £1 each	2500	2500
2500 Ordinary "E" shares of £1 each	2500	2500
2500 Ordinary "F" shares of £1 each	2500	2500
	<u>15000</u>	<u>15000</u>

## 8. LEASING COMMITMENTS

At the year end the Company had annual commitments under non-cancellable operating leases as detailed below

Operating leases which expire:

After more than five years	<u>26860</u>	<u>26131</u>
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## 9. CONTINGENT LIABILITIES

The ultimate legal and financial liability of the Company is respect of all claims, lawsuits and proceedings cannot be estimated with any certainty. However in the opinion of management, based on examination of these matters, it's experience to date and discussions with advisors, the ultimate outcome of any legal proceedings, net of liabilities already accrued in the Company's Balance Sheet, is not expected to have a material adverse effect on the Company's financial position, although an unexpected resolution in any reporting period of one or more of these matters could have a significant impact on the Company's results of operations for that period.

## 10. RELATED PARTIES

There were no transactions with related parties during the year.

	2005	2004	
	£	£	
11. RECONCILIATION OF OPERTING PROFIT TO NET CASH			
INFLOW FROM OPERATING ACTIVITES			
Operating Profit	143796	187254	
Increase/(Decrease) in lease amortisation provision	383	383	
Increase/(Decrease) in depreciation provision	11559	20911	
	155738	208548	
(Increase)/Decrease in stocks	(13379)	55740	
(Increase)/Decrease in trade debtors	182325	(13336)	
Increase/(Decrease) in trade creditors	(133686)	(122804)	
	190998	128148	
12 ANALYSIS OF CHANGES IN NET DEBT			
	Cashflows	2005	2004
	£	£	£
Cash at bank and in hand	81773	224156	142383
Debt due to directors	31866	(18372)	(50238)
	113639	205784	92145

### **13. RECONCILIATION OF UK GENERALLY ACCEPTED ACCOUNTING PRINCIPLES TO US GENERALLY ACCEPTED PRINCIPLES**

The company's financial statements have been prepared under United Kingdom Generally Accepted Accounting Principles ("UK GAAP"), which differs in certain significant respects from the United States Generally Accepted Accounting Principles ("US GAAP"). The principal differences between the Company's accounting policies under UK GAAP and US GAAP are set out below:

1. Reconciliation of net loss and net assets between UK GAAP and US GAAP.

There are no significant differences between the net loss and stockholders' equity as reported under UK GAAP and as reported under US GAAP.

2. Loss per share.

There are no significant differences between the loss per share as reported under UK GAAP and as reported under US GAAP.

3. Statements of cash flows.

There are no significant differences between the statement of cash flows as reported under UK GAAP and as reported under US GAAP.

**Martech Systems (Weymouth) Limited**  
**30 April 2005**  
**Condensed Balance sheet**  
**(unaudited)**

	2005	
	£	£
Tangible fixed assets		24,518
<b>Current assets</b>		
Work in progress	45,474	
Trade debtors	213,152	
Other debtors	1,257	
Prepayments	2,467	
Cash at bank	231,181	
	<u>493,531</u>	
<b>Current liabilities</b>		
Directors	1,913	
Corporation tax	57,882	
Other taxation and social security	31,489	
Trade creditors	55,397	
Accruals	10,485	
	<u>157,166</u>	
<b>Net current assets</b>		336,365
<b>Total assets less liabilities</b>		<u>360,883</u>
<b>Capital and reserves</b>		
Share capital		15,000
Profit and loss account		345,883
		<u>360,883</u>

**Martech Systems (Weymouth) Limited**  
**30 April 2005**  
**Condensed Profit and loss account**  
**(unaudited)**

	<b>2005</b>
	<b>£</b>
<b>Turnover</b>	589,377
<b>Cost of sales</b>	
Purchases	43,553
Consultancy	120,083
Production staff	215,020
	<u>(378,656)</u>
<b>Gross profit</b>	210,721
<b>Administrative expenses</b>	
Indirect wages	76,881
Rent	14,922
Depreciation	5,971
Other expenses	41,127
	<u>(138,901)</u>
<b>Operating profit</b>	71,820
Interest receivable	2,024
<b>Pre tax profit</b>	73,844
<b>Corporation tax</b>	(14,030)
<b>Dividends</b>	<u>0</u>
<b>Profit brought forward</b>	286,069
<b>Profit carried forward</b>	<u><u>345,883</u></u>



**Martech Systems (Weymouth) Limited**  
**30 April 2006**  
**Condensed Balance sheet**  
**(unaudited)**

	2006	
	£	£
Tangible fixed assets		22,039
<b>Current assets</b>		
Work in progress	70,160	
Trade debtors	189,805	
Other debtors	1,385	
Prepayments	2,145	
Cash at bank	242,839	
	<u>506,334</u>	
<b>Current liabilities</b>		
Directors	3,978	
Corporation tax	33,759	
Other taxation and social security	46,560	
Trade creditors	53,562	
Accruals	12,982	
	<u>150,841</u>	
<b>Net current assets</b>		355,493
<b>Total assets less liabilities</b>		<u>377,532</u>
<b>Capital and reserves</b>		
Share capital		15,000
Profit and loss account		362,532
		<u>377,532</u>

**Martech Systems (Weymouth) Limited**  
**30 April 2006**  
**Condensed Profit and loss account**  
**(unaudited)**

	2006 £
<b>Turnover</b>	484,005
<b>Cost of sales</b>	
Purchases	58,146
Consultancy	49,642
Production staff	222,836
	<u>(330,624)</u>
<b>Gross profit</b>	153,381
<b>Administrative expenses</b>	
Indirect wages	80,961
Rent	14,718
Depreciation	2,607
Other expenses	34,735
	<u>(133,021)</u>
<b>Operating profit</b>	20,360
Interest receivable	2,554
<b>Pre tax profit</b>	22,914
<b>Corporation tax</b>	(4,354)
<b>Dividends</b>	0
<b>Profit brought forward</b>	343,972
<b>Profit carried forward</b>	<u><u>362,532</u></u>

## NOTE 1 - SUMMARY OF ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying unaudited financial statements follows.

### General

The accompanying unaudited condensed financial statements have been prepared in accordance with United Kingdom accounting standards of Regulation S-B. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements.

The unaudited condensed financial statements should be read in conjunction with the October 31, 2005 financial statements and footnotes thereto included in the Coda Octopus Group, Inc. SB-2 filed on May 22, 2007 with the Securities Exchange Commission (SEC).

The company's financial statements have been prepared under United Kingdom Generally Accepted Accounting Principles ("UK GAAP"), which differs in certain significant respects from the United States Generally Accepted Accounting Principles ("US GAAP"). The principal differences between the Company's accounting policies under UK GAAP and US GAAP are set out below:

1. Reconciliation of net loss and net assets between UK GAAP and US GAAP.

There are no significant differences between the net loss and stockholders' equity as reported under UK GAAP and as reported under US GAAP.

2. Loss per share.

There are no significant differences between the loss per share as reported under UK GAAP and as reported under US GAAP.

3. Statements of cash flows.

There are no significant differences between the statement of cash flows as reported under UK GAAP and as reported under US GAAP.

**MILLER AND HILTON, INC.**  
**d/b/a COLMEK SYSTEMS ENGINEERING**  
**FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 and 2005**

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**RUSSELL BEDFORD STEFANOUE MIRCHANDANI LLP  
CERTIFIED PUBLIC ACCOUNTANTS**

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

Board of Directors  
Miller & Hilton Inc.  
Salt Lake City, Utah

We have audited the accompanying balance sheets of **Miller & Hilton Inc.** (the "Company"), as of October 31, 2006 and 2005, and the related statements of stockholder's equity, operations and cash flows for each of the two years in the period ended October 31, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States of America). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provide a reasonable basis for our opinion.

As discussed in Note 1 to the consolidated financial statements, the Company adopted the provisions of Statement of Financial Accounting Standards No. 123(R), "Share-Based Payments", effective January 1, 2006.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Miller & Hilton Inc.** as of October 31, 2006 and 2005, and the results of its operations and its cash flows for each of the two years in the period ended October 31, 2006 in conformity with accounting principles generally accepted in the United States of America.

New York, New York  
April 23, 2007

*/s/ Russell Bedford Stefanou Mirchandani LLP*  
\_\_\_\_\_  
Russell Bedford Stefanou Mirchandani LLP

**MILLER AND HILTON, INC**  
**BALANCE SHEETS**  
**OCTOBER 31, 2006 and 2005**

	2006	2005
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 23,161	\$ 210,311
Accounts receivable, Net (Note 2)	448,356	301,045
Unbilled receivables (Note 3)	26,372	211,163
Other current assets	-	53
Total current assets	497,889	722,572
Property and equipment, net (Note 4)	86,635	58,305
Total assets	<u>\$ 584,524</u>	<u>\$ 780,877</u>
<b>LIABILITIES AND DEFICIENCY IN STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 336,242	\$ 89,497
Deferred revenue (Note 3)	110,145	535,135
Accrued expenses (Note 7)	150,702	192,838
Line of credit (Note 8)	34,375	45,411
Notes payable -related party-short term (Note 9)	44,129	44,130
Notes payable-autos-short term (Note 11)	12,797	11,190
Deferred compensation-short term (Note 10)	21,850	21,850
Total current liabilities	710,240	940,051
<b>NON-CURRENT LIABILITIES</b>		
Notes payable -related party-long term	44,130	88,259
Notes payable-autos-long term	42,075	26,899
Deferred compensation-long term	69,191	91,041
Total liabilities	865,636	1,146,250
Deficiency in Stockholders' equity: (Notes 12, and 13)		
Common stock- \$1 par value, 1000 shares authorized; 402 shares issued at as of October 31, 2006 and 2005	402	402
Retained earnings	138,091	133,165
Additional paid-in capital	67,500	-
Less: Cost of treasury stock	(244,611)	(284,604)
Less: Cost of stock subscribed	(147,994)	(214,336)
Less: Stock subscription receivable (Note 5)	(94,500)	-
Total deficiency in stockholders' equity	(281,112)	(365,373)
Total liabilities and deficiency in stockholders' equity	<u>\$ 584,524</u>	<u>\$ 780,877</u>

The accompanying notes are an integral part of these financial statements.

**MILLER AND HILTON, INC.**  
**STATEMENTS OF OPERATIONS**  
**FOR THE YEARS ENDED OCTOBER 31, 2006 and 2005**

	2006	2005
Net revenue	\$ 2,969,164	\$ 1,595,468
Cost of revenue	<u>1,515,785</u>	<u>773,065</u>
Gross profit	1,453,379	822,403
Selling, general and administrative expenses	<u>1,345,408</u>	<u>1,005,235</u>
Operating income ( loss)	107,971	(182,832)
Other income (expense)	<u>16,790</u>	<u>(11,744)</u>
Net income (loss) before income taxes	124,761	(194,576)
Provision for income taxes	-	-
New income (loss)	<u>\$ 124,761</u>	<u>\$ (194,576)</u>

The accompanying notes are an integral part of these financial statements.

**MILLER AND HILTON, INC.**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE TWO YEARS ENDED OCTOBER 31, 2006**

	Common Stock		Treasury Stock		Common Stock Subscribed	Stock Subscription Receivable	Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount	Shares	Amount					
Balance, October 31, 2004	402	\$ 402.00	(25)	\$(110,262)	\$ (280,678)	\$ -	\$ -	\$ 327,741	\$ (62,797)
Stock buy-back from the Hilton Estate			(13)	(66,342)	66,342				\$ -
Stock buy-back from Brent Miller			(24)	(108,000)					\$ (108,000)
Net loss								(194,576)	\$ (194,576)
Balance, October 31, 2005	402	402	(62)	(284,604)	(214,336)	-	-	133,165	(365,373)
Stock buy-back from the Hilton Estate			(13)	(66,342)	66,342				-
Stock buy-back from Brent Miller			(20)	(108,000)					(108,000)
Fair value of options issued to employees and officers as compensation							67,500		67,500
Treasury stock issued to officers in exchange for note receivables			42	214,335		(94,500)		(119,835)	-
Net income								124,761	124,761
Balance, October 31, 2006	<u>402</u>	<u>\$ 402</u>	<u>(53)</u>	<u>\$(244,611)</u>	<u>\$ (147,994)</u>	<u>\$ (94,500)</u>	<u>\$ 67,500</u>	<u>\$ 138,091</u>	<u>\$ (281,112)</u>

The accompanying notes are an integral part of these financial statements.



**MILLER AND HILTON, INC.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEARS ENDED OCTOBER 31, 2006 and 2005**

	2006	2005
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Income (loss) from operations	\$ 124,761	\$ (194,576)
Adjustments to reconcile income to net cash provided by operating activities:		
Depreciation	15,295	15,885
Stock compensation	67,500	-
Gain on sale of asset	(17,534)	-
Changes in operating assets and liabilities:		
Accounts receivable	(147,311)	(52,104)
Unbilled receivables	184,791	(149,232)
Inventories	-	46,934
Other current assets	53	47
Accounts payable	246,745	17,568
Accrued expenses	(424,990)	55,106
Deferred compensation	(21,850)	(21,350)
Deferred revenue	(42,136)	531,066
Net cash provided by operating activities	(14,676)	249,344
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property, plant and equipment	-	(11,105)
Proceeds from sale of equipment	17,000	-
Net cash provided by (used in) investing activities	17,000	(11,105)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
(Payments to) proceeds from line of credit	(11,036)	29,821
Payments on note payable - related party	(44,130)	(44,129)
Payments for repurchase of treasury stock	(108,000)	(108,000)
Note payable - autos	(26,308)	(11,448)
Net cash (used in) provided by financing activities	(189,474)	(133,756)
Net (decrease) increase in cash and cash equivalents	(187,150)	104,483
Cash and cash equivalents, beginning of year	210,311	105,828
Cash and cash equivalents, end of year	<u>\$ 23,161</u>	<u>\$ 210,311</u>
<b>Cash paid during the year for:</b>		
Income taxes	\$ 100	\$ 2,900
Interest	<u>\$ 9,566</u>	<u>\$ 6,190</u>

The accompanying notes are an integral part of these financial statements.

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES**

The preparation of financial statements in conformity with US generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent 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 those estimates.

***Business and Basis of Presentation***

Miller & Hilton, Inc, DBA Colmek Systems Engineering ("The Company" or "Colmek") was formed under the laws of the State of Utah in 1977. The Company provides services to address critical design and manufacturing problems for defense, research and exploration companies. The Company's designs and systems are used in military and commercials applications where rigged-reliability under extreme operational conditions is paramount and lives depend on accurate and precise information. We are based out of Salt Lake City, Utah where our research and development, sales and manufacturing facilities are also located.

***Cash and Cash Equivalents***

Cash equivalents are comprised of highly liquid investments with maturity of three months or less when purchased. We maintain our cash in an operating and payroll accounts.

***Trade Receivables, Net***

Customer account balances are monitored through a review of account balances, an assessment of customer financial condition and interactions with the customers. Allowances for doubtful accounts are established through a specific identification of problem accounts. There was no allowance for doubtful accounts at October 31, 2006 and 2005.

***Inventories***

Inventories are stated at the lower of cost or market and are valued primarily on a first-in, first-out ("FIFO") basis.

***Property, Plant and Equipment, Net***

Colmek uses a straight-line method for its remaining assets over the estimated useful lives of such assets as follows: land improvements, 20 years; buildings and improvements, 20 to 40 years; and machinery and equipment, 2 to 12 years. Repairs and maintenance are charged to operations as incurred, and expenditures for additions and improvements are capitalized at cost.

***Revenue Recognition***

Sales are recorded on a percentage of completion of signed contract. Contracts are completed when persuasive evidence of delivery and acceptance exists. In the contracts the selling price is fixed or determinable, collectibility is reasonably assured and the services have been rendered or the products have been shipped and risk of loss has transferred to the customer.

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES (CONTINUED)**

For contracts that include multiple deliverables, such as installation, repair, training, aftermarket supplies or service, Colmek applies the guidance in Emerging Issues Task Force ("EITF") 00-21 "*Revenue Arrangements with Multiple Deliverables*" to determine whether the contract or arrangement contains more than one unit of accounting. An arrangement is separated if: (1) the delivered element(s) has value to the customer on a stand-alone basis; (2) there is objective and reliable evidence of the fair value of the undelivered element(s); and (3) the arrangement includes a general right of return relative to the delivered element(s), delivery or performance of the undelivered element(s) is considered probable and is substantially in the control of Colmek. If all three criteria are met, the appropriate revenue recognition convention is then applied to each separate unit of accounting. The total arrangement consideration is allocated to the separate units of accounting based on each component's objectively determined fair value, such as sales prices for the component when it is regularly sold on a stand-alone basis or third-party prices for similar components. If all three criteria are not met, revenue is deferred until such criteria are met or until the period in which the last undelivered element is delivered. The amount allocable to the delivered elements is limited to the amount that is not contingent upon delivery of additional elements or meeting other specified performance conditions.

Warranty services are provided on an as requested basis. There is no provision for the cost of warranty services.

***Advertising Cost***

Advertising costs are expensed as incurred. The Company did not incur any material advertising costs during the years ended October 31, 2006 and 2005.

***Income Taxes***

Income taxes are recognized during the year in which transactions enter into the determination of financial statement income, with deferred taxes provided for temporary differences between amounts of assets and liabilities recorded for tax and financial reporting purposes. Deferred tax assets include the tax benefits for losses and credit carry-forwards that will result in the reduction of taxes payable in future years.

***Stock Based Compensation***

Effective November 1, 2005, the beginning of the Company's first fiscal quarter of 2006, the Company adopted the fair value recognition provisions of SFAS 123R, using the modified-prospective transition method. Under this transition method, stock-based compensation expense was recognized in the financial statements for granted, modified, or settled stock options. Compensation expense recognized included the estimated expense for stock options granted on and subsequent to November 1, 2005, based on the grant date fair value estimated in accordance with the provisions of SFAS 123R, and the estimated expense for the portion vesting in the period for options granted prior to, but not vested as of November 1, 2005, based on the grant date fair value estimated in accordance with the original provisions of SFAS 123. Results for prior periods have not been restated, as provided for under the modified-prospective method.

SFAS 123(R) requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. In the Company's pro forma information required under SFAS 123 for the periods prior to fiscal 2006, the Company accounted for forfeitures as they occurred.

Upon adoption of SFAS 123(R), the Company is using the Black-Scholes option-pricing model as its method of valuation for share-based awards granted beginning in fiscal 2006, which was also previously used for the Company's pro forma information required under SFAS 123. The Company's determination of fair value of share-based payment awards on the date of grant using an option-pricing model is affected by the Company's stock price as well as assumptions regarding a number of highly complex and subjective variables. These variables include, but are not limited to the Company's expected stock price volatility over the term of the awards, and certain other market variables such as the risk free interest rate.

**NOTE 2 ACCOUNTS RECEIVABLE**

Trade receivables at October 31, 2006 and 2005 were \$448,356 and \$301,045, respectively.

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 3 CONTRACTS IN PROGRESS**

Costs and estimated earnings in excess of billings on uncompleted contracts represent accumulated project expenses and fees which have not been invoiced to customers as of the date of the balance sheet. These amounts are stated on the balance sheet as Unbilled Receivables of \$ 26,372 and \$ 211,163 as of October 31, 2006 and 2005 respectively.

Billings in excess of cost and estimated earnings on uncompleted contracts represent project invoices billed to customers that have not been earned as of the date of the balance sheet. These amounts are stated on the balance sheet as Deferred Revenue of \$ 110,145 and \$ 535,135 as of October 31, 2006 and 2005 respectively.

**NOTE 4 PROPERTY, PLANT, AND EQUIPMENT, NET**

Colmek uses a straight-line method for its remaining assets over the estimated useful lives of such assets as follows: land improvements, 20 years; buildings and improvements, 20 to 40 years; and machinery and equipment, 2 to 12 years. Repairs and maintenance are charged to operations as incurred, and expenditures for additions and improvements are capitalized at cost.

Property, plant and equipment, net consist of the following:

	<b>At October 31,</b>	
	<b>2006</b>	<b>2005</b>
Buildings and improvements	\$ 44,966	\$ 44,966
Trucks and Autos	80,718	76,647
Machinery and equipment	210,760	247,440
	336,444	369,053
Less: Accumulated depreciation	249,809	310,748
	<u>\$ 86,635</u>	<u>\$ 58,305</u>

Depreciation expense for the years ended October 31, 2006 and 2005, was \$15,295 and \$15,885 respectively.

**NOTE 5 STOCK SUBSCRIPTION NOTE RECEIVABLE - RELATED PARTY**

On November 16, 2005 the Company sold 42 shares of treasury stock to officers in the Company in exchange for notes receivable of \$ 94,500 due on November 15, 2010. Interest on the unpaid balance of the notes is at one percent higher then the prime rate. Subsequent to the year end these notes receivable were forgiven by the Company.

The shareholders, the number of shares conveyed to each, and their related receivables are as follows:

	<b>Shares</b>	<b>Note Receivable</b>
Scott DeBo	32	\$ 72,000
Craig Adamson	5	\$ 11,250
James Adamson	5	\$ 11,250
		<u>\$ 94,500</u>

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 6 INCOME TAXES**

The Company has adopted Financial Accounting Standard No. 109 which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences between taxable income reported for financial reporting purposes and income tax purposes are insignificant.

For income tax reporting purposes, the Company's aggregate U.S. unused net operating losses approximate \$445,863 which expire through 2026, subject to limitations of Section 384 of the Internal Revenue Code, as amended. The deferred tax asset related to the carry forward is approximately \$156,052. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.

Components of deferred tax assets as of October, 31 are as follows:

Non-current:	2006	2005
Net operating loss carry forward	\$ 445,863	\$ -
Valuation allowance	( 445,863)	-
Net deferred tax asset	\$ -	\$ -

**NOTE 7 ACCRUED EXPENSES**

Accrued expenses as of October 31, are as follows:

	At October 31,	
	2006	2005
Accrued wages and payroll taxes	\$ 66,445	\$ 83,532
Accrued vacation	50,644	47,022
State income tax payable	100	2,678
Retirement plan contributions	33,513	59,606
	<u>\$ 150,702</u>	<u>\$ 192,838</u>

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 8 LINE OF CREDIT**

The Company has an unsecured line of credit with Wells Fargo Bank in March 2005 which provided for a credit ceiling of \$50,000 and an interest rate of 13 percent annually. The line is personally guaranteed by an officer of the Company. As of the years ended October 31, 2006 and 2005 the balance outstanding are \$34,375 and \$45,411 respectively.

**NOTE 9 NOTE PAYABLE - RELATED PARTY**

The Company entered into a stock buy-back agreement with the Estate of Thomas Hilton, a former officer of the Company in 2002 to buy back the stock of the Company owned by the Estate. The Company paid the Estate a \$675,000 initial payment in 2002, a second payment of \$125,000 in 2003 and was scheduled to make additional payments of \$44,129 over the next five years. Balance owed to the Estate as of the year ended October 31, is as follows:

	<b>At October 31,</b>	
	<b>2006</b>	<b>2005</b>
Note payable- related party	\$ 88,259	\$ 132,389
Less: short term portion	44,129	44,130
Long term note payable - related party	<u>\$ 44,130</u>	<u>\$ 88,259</u>

**NOTE 10 DEFERRED COMPENSATION**

In January of 2001 the Company began retirement payments, as previously agreed upon, to Dale Kendall, a retired employee. Payments began at \$1,820.83 per month over a ten year period. The final payment is due in December 2010. The balance outstanding as of the year ended October 31, is as follows:

	<b>At October 31,</b>	
	<b>2006</b>	<b>2005</b>
Deferred compensation	\$ 91,041	\$ 112,891
Less: short term portion	21,850	21,850
Long term deferred compensation	<u>\$ 69,191</u>	<u>\$ 91,041</u>

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 11 NOTE PAYABLE - AUTOS**

As of the years ended October 31, the Company had the following outstanding notes payable related to car financing:

	<b>At October 31,</b>	
	<b>2006</b>	<b>2005</b>
Note payable of \$ 31,520 for the financing of a truck for 60 monthly payments of \$525.33. As of October 31, 2006 the truck was sold to an officer of the Company and the related debt settled	\$ -	\$ 18,379
Note payable of \$ 30,127 for the financing of a truck for 66 monthly payments of \$4,782.69 and annual interest of 5.34%	14,814	19,710
Note payable of \$ 41,091.09 for the financing of a truck for 60 monthly payments of \$897.18 and annual interest of 10.99%	\$ 40,058	\$ -
Note payable - autos	54,872	38,089
Less: short term portion	12,797	11,190
Long term note payable-autos	<u>\$ 42,075</u>	<u>\$ 26,899</u>

**NOTE 12 CAPITAL STOCK**

The Company is authorized to issue 1000 shares of common stock with a par value of \$1 per share. As of October 31, 2006 and 2005 the Company had issued 402 shares of common stock.

**Treasury Stock**

During the fiscal year 2004 the Company began to buy back shares of stock from its primary shareholder Brent Miller. During the years ended October 31, 2006 and 2005 the Company bought back 20 and 24 respectively for a total cost of \$ 108,000 each.

**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 13 STOCK OPTIONS**

During the year ended October 31, 2006 we issued 30 common share purchase options to employees and officers of the Company. The options were issued with an exercise price of \$500. All options vested over a one year period. The initial fair value of the options was \$67,500 using the Black Scholes method at the date of grant of the options based on the following assumptions (1) risk free rate of 6% (2) dividend yield of 0%. (3) volatility factor of expected market price of our common stock of 200% (4) an expected life of the options of ten years. The fair value of options is being expensed over the vesting period. During the years ended October 31, 2006 and 2005 \$67,500 and \$0 was charged to expense.

Transactions involving stock options and warrants issued are summarized as follows:

	2006		2005	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of year	-	\$ -	-	\$ -
Granted during the period	30	500	-	-
Exercised during the period	-	-	-	-
Terminated during the period	-	-	-	-
Outstanding at end of the year	30	500	-	\$ -
Exercisable at end of the year	30	50	-	\$ -

The number and weighted average exercise prices of stock purchase options and warrants outstanding as of October 31, 2006 are as follows:

Range of Exercise Prices	Number Outstanding	Weighted Average Contractual Life (Yrs)	Weighted Average Exercise Price
500	30	9.00	500



**MILLER AND HILTON, INC.**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**OCTOBER 31, 2006 AND 2005**

**NOTE 14 CONTINGENCIES AND COMMITMENTS**

***Litigation***

The ultimate legal and financial liability of Colmek in respect to all claims, lawsuits and proceedings referred to above cannot be estimated with any certainty. However, in the opinion of management, based on its examination of these matters, its experience to date and discussions with counsel, the ultimate outcome of these legal proceedings, net of liabilities already accrued in Colmek's Balance Sheet, is not expected to have a material adverse effect on Colmek's financial position, although an unexpected resolution in any reporting period of one or more of these matters could have a significant impact on Colmek's results of operations for that period.

***Operating Leases***

The Company has a current 5 year operating lease for their office and warehouse space expiring on March 31, 2010. Future minimum lease obligations are approximately \$136,800.

***Concentrations***

During the year ended October 31, 2006 we had no significant concentration of business dependant on any one supplier.

**NOTE 15 SUBSEQUENT EVENTS**

Subsequent to the year end on April 9, 2007 the Company was acquired by Coda Octopus Group, Inc. ("Coda") a Delaware corporation. The total purchase price was approximately \$2.075 million, consisting of cash paid at the closing of the transaction of \$ 800,000 and the issuance of 532,090 shares of Coda common stock. Approximately \$700,000 is also due and payable on the first anniversary of the closing date evidenced by secured promissory notes to the Company's shareholders. Under the terms of the agreement the Company's shares have been pledged as collateral security for the performance of the deferred payment obligations under the notes.

**MILLER AND HILTON, INC**  
**CONDENSED BALANCE SHEET**  
**JANUARY 31, 2007 and 2006**  
**(Unaudited)**

ASSETS	2007	2006
Current assets:		
Cash and cash equivalents	\$ 276,359	\$ 259,963
Accounts receivable, Net (Note 2)	75,278	65,378
Unbilled receivables (Note 3)	105,456	310,127
Other current assets	-	8,305
Total current assets	457,093	643,773
Property and equipment, net (Note 4)	83,455	56,510
Total assets	<u>\$ 540,548</u>	<u>\$ 700,283</u>
LIABILITIES AND DEFICIENCY IN STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 346,837	\$ 263,089
Deferred revenue (Note 3)	4,733	249,286
Accrued expenses (Note 7)	115,154	137,201
Line of credit (Note 8)	33,393	37,912
Notes payable -related party-short term (Note 9)	44,130	44,130
Notes payable-autos-short term (Note 11)	11,990	11,795
Deferred compensation-short term (Note 10)	21,850	21,850
Total current liabilities	578,087	765,263
NON-CURRENT LIABILITIES		
Notes payable -related party-long term	44,129	88,259
Notes payable-autos-long term	37,518	23,389
Deferred compensation-long term	64,913	85,579
Total liabilities	724,647	962,490
Deficiency in Stockholders' equity: (Notes 12, and 13)		
Common stock- \$1 par value, 1000 shares authorized; 402 shares issued at as of January 31, 2007 and 2006	402	402
Retained earnings	140,603	244,379
Additional paid-in capital	67,500	16,875
Less: Cost of treasury stock	(244,611)	(309,527)
Less: Cost of stock subscribed	(147,994)	(214,336)
Less: Stock subscription receivable (Note 5)	-	-
Total deficiency in stockholders' equity	(184,100)	(262,207)
Total liabilities and deficiency in stockholders' equity	<u>\$ 540,548</u>	<u>\$ 700,283</u>

The accompanying notes are an integral part of these unaudited financial statements.

**MILLER AND HILTON INC.**  
**CONDENSED STATEMENT OF OPERATIONS**  
**FOR THE THREE MONTHS ENDED JANUARY 31, 2007 and 2006**  
**(Unaudited)**

	2007	2006
Net revenue	\$ 672,688	\$ 897,180
Cost of revenue	<u>132,420</u>	<u>490,374</u>
Gross profit	540,268	406,806
Selling, general and administrative expenses	<u>539,527</u>	<u>296,742</u>
Operating income	741	110,064
Other income (expense)	<u>1,871</u>	<u>1,150</u>
Net income before income taxes	2,612	111,214
Provision for income taxes	(100)	-
Net income	<u>\$ 2,512</u>	<u>\$ 111,214</u>

The accompanying notes are an integral part of these unaudited financial statements.

**MILLER AND HILTON INC.**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**

	Common Stock		Treasury Stock		Common Stock Subscribed	Stock Subscription Receivable	Additional Paid-in Capital	Retained Earnings	Total
	Shares	Amount	Shares	Amount					
Balance, October 31, 2005	402	402	(62)	(284,604)	(214,336)	-	-	133,165	(365,373)
Stock buy-back from Brent Miller			(5)	(24,923)					(24,923)
Fair value of options issued to employees and officers as compensation							16,875		16,875
Treasury stock issued to officers in exchange for note receivables			42	214,335		(94,500)		(119,835)	-
Net income								111,214	111,214
Balance, January 31, 2006	<u>402</u>	<u>\$ 402</u>	<u>(25)</u>	<u>\$ (95,192)</u>	<u>\$ (214,336)</u>	<u>\$ (94,500)</u>	<u>\$ 16,875</u>	<u>\$ 124,544</u>	<u>\$ (262,207)</u>
Balance, October 31, 2006	402	\$ 402	(53)	\$(244,611)	\$(147,994)	\$(94,500)	\$ 67,500	\$ 138,091	\$(281,112)
Stock subscription receivable forgiven						94,500			94,500
Net Income								2,512	2,512
Balance, January 31, 2007	<u>402</u>	<u>\$ 402</u>	<u>(53)</u>	<u>\$(244,611)</u>	<u>\$(147,994)</u>	<u>\$ -</u>	<u>\$ 67,500</u>	<u>\$ 140,603</u>	<u>\$(184,100)</u>

The accompanying notes are an integral part of these financial statements.

**MILLER AND HILTON, INC.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE THREE MONTHS ENDED JANUARY 31, 2007 and 2006**  
**(Unaudited)**

	January 31, 2007	January 31, 2006
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Income from operations	\$ 2,512	\$ 111,214
Adjustments to reconcile income to net cash provided by operating activities:		
Depreciation	3,180	1,795
Stock compensation	-	16,875
Debt forgiveness	94,500	
Changes in operating assets and liabilities:		
Accounts receivable	373,079	235,667
Unbilled receivables	(79,084)	(98,964)
Inventories	-	-
Other current assets	-	(8,252)
Accounts payable	10,595	173,592
Accrued expenses	(35,548)	(55,637)
Deferred compensation	-	-
Deferred revenue	(105,412)	(285,849)
Net cash provided by operating activities	263,822	90,441
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property, plant and equipment	-	-
Proceeds from sale of equipment	-	-
Net cash provided by (used in) investing activities	-	-
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Payments for line of credit	(982)	(7,499)
Payments on notes payable	(9,642)	(8,367)
Payments for repurchase of treasury stock	-	(24,923)
Net cash (used in) provided by financing activities	(10,624)	(40,789)
Net (decrease) increase in cash and cash equivalents	253,198	49,652
Cash and cash equivalents, beginning of period	23,161	210,311
Cash and cash equivalents, end of period	\$ 276,359	\$ 259,963
Cash paid during the period for:		
Income taxes	\$ 100	\$ -
Interest	\$ 1,871	\$ 1,150

The accompanying notes are an integral part of these financial statements.

**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

**NOTE 1 - SUMMARY OF ACCOUNTING POLICIES**

A summary of the significant accounting policies applied in the preparation of the accompanying unaudited financial statements follows.

General

The accompanying unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and in accordance with Item 310 of Regulation S-B. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements.

In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Accordingly, the results from operations for the three month period ended January 31, 2007 are not necessarily indicative of the results that may be expected for the year ended October 31, 2007. The unaudited condensed financial statements should be read in conjunction with the October 31, 2006 financial statements and footnotes thereto included in the Coda Octopus Group, Inc. SB-2 filed on May 22, 2007 with the Securities Exchange Commission (SEC).

**Business and Basis of Presentation**

Miller & Hilton, Inc, d/b/a Colmek Systems Engineering ("the Company" or "Colmek") was formed under the laws of the State of Utah in 1977. The Company provides services to address critical design and manufacturing problems for defense, research and exploration companies. The Company's designs and systems are used in military and commercial applications where rugged reliability under extreme operational conditions is paramount and lives depend on accurate and precise information. We are based out of Salt Lake City, Utah where our research and development, sales and manufacturing facilities are also located.

**Cash and Cash Equivalents**

Cash equivalents are comprised of highly liquid investments with maturity of three months or less when purchased. We maintain our cash in an operating and payroll accounts.

**Trade Receivables, Net**

Customer account balances are monitored through a review of account balances, an assessment of customer financial condition and interactions with the customers. Allowances for doubtful accounts are established through a specific identification of problem accounts. There was no allowance for doubtful accounts at January 31, 2007 and 2006.

**Inventories**

Inventories are stated at the lower of cost or market and are valued primarily on a first-in, first-out ("FIFO") basis.

**Property, Plant and Equipment, Net**

Colmek uses a straight-line method for its remaining assets over the estimated useful lives of such assets as follows: land improvements, 20 years; buildings and improvements, 20 to 40 years; and machinery and equipment, 2 to 12 years. Repairs and maintenance are charged to operations as incurred, and expenditures for additions and improvements are capitalized at cost.

**Revenue Recognition**

Sales are recorded on a percentage of completion of signed contract. Contracts are completed when persuasive evidence of delivery and acceptance exists. In these contracts the selling price is fixed or determinable, collectibility is reasonably assured and the services have been rendered or the products have been shipped and risk of loss has transferred to the customer.

**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

For contracts that include multiple deliverables, such as installation, repair, training, aftermarket supplies or service, Colmek applies the guidance in Emerging Issues Task Force ("EITF") 00-21 "*Revenue Arrangements with Multiple Deliverables*" to determine whether the contract or arrangement contains more than one unit of accounting. An arrangement is separated if: (1) the delivered element(s) has value to the customer on a stand-alone basis; (2) there is objective and reliable evidence of the fair value of the undelivered element(s); and (3) the arrangement includes a general right of return relative to the delivered element(s), delivery or performance of the undelivered element(s) is considered probable and is substantially in the control of Colmek. If all three criteria are met, the appropriate revenue recognition convention is then applied to each separate unit of accounting. The total arrangement consideration is allocated to the separate units of accounting based on each component's objectively determined fair value, such as sales prices for the component when it is regularly sold on a stand-alone basis or third-party prices for similar components. If all three criteria are not met, revenue is deferred until such criteria are met or until the period in which the last undelivered element is delivered. The amount allocable to the delivered elements is limited to the amount that is not contingent upon delivery of additional elements or meeting other specified performance conditions.

Warranty services are provided on an as requested basis. There is no provision for the cost of warranty services.

**Advertising Cost**

Advertising costs are expensed as incurred. The Company did not incur any material advertising costs during the quarters ended January 31, 2007 and 2006.

**Income Taxes**

Income taxes are recognized during the year in which transactions enter into the determination of financial statement income, with deferred taxes provided for temporary differences between amounts of assets and liabilities recorded for tax and financial reporting purposes. Deferred tax assets include the tax benefits for losses and credit carry-forwards that will result in the reduction of taxes payable in future years.

**Stock Based Compensation**

SFAS No. 123, "Accounting for Stock-Based Compensation", established and encouraged the use of the fair value based method of accounting for stock-based compensation arrangements under which compensation cost is determined using the fair value of stock-based compensation determined as of the date of the grant or the date at which the performance of the services is completed and is recognized over the periods in which the related services are rendered. The statement also permitted companies to elect to continue using the current intrinsic value accounting method specified in Accounting Principles Board ("APB") Opinion No. 25, "Accounting for Stock Issued to Employees," to account for stock-based compensation to employees. Prior to the adoption of SFAS 123(R) we elected to use the intrinsic value based method for grants to our employees and directors and have disclosed the pro forma effect of using the fair value based method to account for our stock-based compensation to employees.

On December 16, 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123R (revised 2004), "Share-Based Payment" ("Statement 123R") which is a revision of SFAS No. 123. Statement 123R supersedes APB opinion No. 25 and amends SFAS No. 95, "Statement of Cash Flows". Generally, the approach in Statement 123R is similar to the approach described in Statement 123. However, Statement 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the income statement based on their fair values. Pro-forma disclosure is no longer an alternative. This statement does not change the accounting guidance for share based payment transactions with parties other than employees provided in SFAS No. 123(R). This statement does not address the accounting for employee share ownership plans, which are subject to AICPA Statement of Position 93-6, "Employers' Accounting for Employee Stock Ownership Plans." On April 14, 2005, the SEC amended the effective date of the provisions of this statement. The effect of this amendment by the SEC is that the Company had to comply with Statement 123R and use the Fair Value based method of accounting no later than the first quarter of 2006. We implemented SFAS No. 123(R) on November 1, 2005 using the modified prospective method. The fair value of each option grant issued after November 1, 2005 will be determined as of grant date, utilizing the Black-Scholes option pricing model. The amortization of each option grant will be over the remainder of the vesting period of each option grant.

We use the fair value method for equity instruments granted to non-employees and use the Black Scholes model for measuring the fair value. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the periods in which the related services are rendered.

**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

**NOTE 2 - ACCOUNTS RECEIVABLE**

Trade receivables at January 31, 2007 and 2006 were \$75,278 and \$65,378, respectively.

**NOTE 3 - CONTRACTS IN PROGRESS**

Costs and estimated earnings in excess of billings on uncompleted contracts represent accumulated project expenses and fees which have not been invoiced to customers as of the date of the balance sheet. These amounts are stated on the balance sheet as Unbilled Receivables of \$105,456 and \$310,127 as of January 31, 2007 and 2006 respectively.

Billings in excess of cost and estimated earnings on uncompleted contracts represent project invoices billed to customers that have not been earned as of the date of the balance sheet. These amounts are stated on the balance sheet as Deferred Revenue of \$4,733 and \$249,286 as of January 31, 2007 and 2006 respectively.

**NOTE 4 - PROPERTY, PLANT AND EQUIPMENT, NET**

Colmek uses a straight-line method for its remaining assets over the estimated useful lives of such assets as follows: land improvements, 20 years; buildings and improvements, 20 to 40 years; and machinery and equipment, 2 to 12 years. Repairs and maintenance are charged to operations as incurred, and expenditures for additions and improvements are capitalized at cost.

Property, plant and equipment, net consist of the following:

	<u>At January 31,</u>	
	<u>2007</u>	<u>2006</u>
Buildings and improvements	\$ 44,966	\$ 44,966
Trucks and Autos	80,718	76,647
Machinery and equipment	210,579	207,619
	<u>336,263</u>	<u>329,232</u>
Less: Accumulated depreciation	252,808	272,722
	<u>\$ 83,455</u>	<u>\$ 56,510</u>

Depreciation expense for the quarters ended January 31, 2007 and 2006, was \$3,000 and \$3,000 respectively.

**NOTE 5 - STOCK SUBSCRIPTION NOTE RECEIVABLE - RELATED PARTY**

On November 16, 2005 the Company sold 42 shares of treasury stock to officers in the Company in exchange for notes receivable of \$94,500 due on November 15, 2010. Interest on the unpaid balance of the notes is at one percent higher than the prime rate. During the three months ended January 31, 2007, the notes receivable, along with accrued and unpaid interest were forgiven by the Company and charged to operations.

**NOTE 6 - INCOME TAXES**

The Company has adopted Financial Accounting Standard No. 109 which requires the recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the financial statement or tax returns. Under this method, deferred tax liabilities and assets are determined based on the difference between financial statements and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Temporary differences between taxable income reported for financial reporting purposes and income tax purposes are insignificant.

For income tax reporting purposes, the Company's aggregate U.S. unused net operating losses approximate \$445,863 which expire through 2026, subject to limitations of Section 382 of the Internal Revenue Code, as amended. The deferred tax asset related to the carry forward is approximately \$156,052. The Company has provided a valuation reserve against the full amount of the net operating loss benefit, because in the opinion of management based upon the earning history of the Company, it is more likely than not that the benefits will not be realized.



**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

Components of deferred tax assets as of January, 31 2007 and 2006 are as follows:

Non-current:	2007	2006
Net operating loss carry forward	\$ 445,863	\$ -
Valuation allowance	(445,863)	-
Net deferred tax asset	\$ -	\$ -

**NOTE 7 - ACCRUED EXPENSES**

Accrued expenses as of January 31, 2007 and 2006 are as follows:

	<u>At January 31,</u>	
	<u>2007</u>	<u>2006</u>
Accrued wages and payroll taxes	\$ 50,436	\$ 82,809
Accrued vacation	58,384	49,236
State income tax payable	100	2,678
Retirement plan contributions	6,234	2,478
	<u>\$ 115,154</u>	<u>\$ 137,201</u>

**NOTE 8 - LINE OF CREDIT**

The Company has an unsecured line of credit with Wells Fargo Bank which provides for a credit ceiling of \$50,000 and an interest rate of 13 percent annually. The line is personally guaranteed by an officer of the Company. As of January 31, 2007 and 2006 the balances outstanding are \$33,393 and \$37,912 respectively.

**NOTE 9 - NOTE PAYABLE - RELATED PARTY**

The Company entered into a stock buy-back agreement with the Estate of Thomas Hilton, a former officer of the Company in 2002 to buy back the stock of the Company owned by the Estate. The Company paid the Estate a \$675,000 initial payment in 2002, a second payment of \$125,000 in 2003 and was scheduled to make additional payments of \$44,129 over the next five years. Balances owed to the Estate as of January 31, 2007 and 2006 were as follows:

	<u>At January 31,</u>	
	<u>2007</u>	<u>2006</u>
Note payable- related party	\$ 88,259	\$ 132,389
Less: short term portion	44,130	44,130
Long term note payable - related party	<u>\$ 44,129</u>	<u>\$ 88,259</u>

**NOTE 10 - DEFERRED COMPENSATION**

In January of 2001 the Company began retirement payments, as previously agreed upon, to Dale Kendall, a retired employee. Payments began at \$1,820.83 per month over a ten year period. The final payment is due in December 2010. The balance outstanding as of January 31, 2007 and 2006 is as follows:

**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

	<u>At January 31,</u>	
	<u>2007</u>	<u>2006</u>
Deferred compensation	\$ 86,763	\$ 107,429
Less: short term portion	21,850	21,850
Long term deferred compensation	<u>\$ 64,913</u>	<u>\$ 85,579</u>

#### NOTE 11 - NOTE PAYABLE - AUTOS

As of January 31, 2007 and 2006 , the Company had the following outstanding notes payable related to car financing:

At January 31,	2007	2006
Note payable of \$31,520 for the financing of a truck for 60 monthly payments of \$525.33. As of October 31, 2006 the truck was sold to an officer of the Company and the related debt settled	\$ -	\$ 16,803
Note payable of \$ 30,127 for the financing of a truck for 66 monthly payments of \$528.34 and annual interest of 5.34%	13,228	18,381
Note payable of \$ 41,091 for the financing of a truck for 60 monthly payments of \$897.18 and annual interest of 10.99%	\$ -	\$ 36,280
Note payable - autos	49,508	35,184
Less: short term portion	11,990	11,795
Long term note payable-autos	\$ 37,518	\$ 23,389

#### NOTE 12 - CAPITAL STOCK

The Company is authorized to issue 1000 shares of common stock with a par value of \$1 per share. As of January 31, 2007 and 2006 the Company had issued 402 shares of common stock.

#### NOTE 13 - STOCK OPTIONS

During the year ended October 31, 2006 we issued 30 common share purchase options to employees and officers of the Company. The options were issued with an exercise price of \$500. All options vested over a one year period. The initial fair value of the options was \$67,500 using the Black Scholes method at the date of grant of the options based on the following assumptions (1) risk free rate of 6% (2) dividend yield of 0% (3) volatility factor of expected market price of our common stock of 200% (4) an expected life of the options of ten years. The fair value of options is being expensed over the vesting period. During the quarters ended January 31, 2007 and 2006 \$0 and \$ 16,875 was charged to operations .

Transactions involving stock options and warrants issued as of January 31, are summarized as follows:

**MILLER AND HILTON, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**THREE MONTHS ENDED JANUARY 31, 2007 AND 2006**  
**(UNAUDITED)**

	2007		2006	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of period	30	\$ 500	-	\$ -
Granted during the period	-	-	30	500
Exercised during the period	-	-	-	-
Terminated during the period	-	-	-	-
Outstanding at end of the period	30	\$ 500	30	\$ 500
Exercisable at end of the period	30	\$ 500	8	\$ 500

The number and weighted average exercise prices of stock purchase options and warrants outstanding as of January 31, 2007 are as follows:

Range of Exercise Prices	Number Outstanding	Weighted Average Contractual Life (Yrs)	Weighted Average Exercise Price
500	30	8.75	500

**NOTE 14 - CONTINGENCIES AND COMMITMENTS**

**Litigation**

The ultimate legal and financial liability of Colmek in respect to all claims, lawsuits and proceedings referred to above cannot be estimated with any certainty. However, in the opinion of management, based on its examination of these matters, its experience to date and discussions with counsel, the ultimate outcome of these legal proceedings, net of liabilities already accrued in Colmek's Balance Sheet, is not expected to have a material adverse effect on Colmek's financial position, although an unexpected resolution in any reporting period of one or more of these matters could have a significant impact on Colmek's results of operations for that period.

**Operating Leases**

The Company has a current 5 year operating lease for their office and warehouse space expiring on March 31, 2010. Future minimum lease obligations are approximately \$136,800.

**NOTE 15 - SUBSEQUENT EVENTS**

Subsequent to the year end on April 6, 2007 the Company was acquired by Coda Octopus Group, Inc. ("Coda") a Delaware corporation. The total purchase price was approximately \$2.3 million, consisting of cash paid at the closing of the transaction of \$800,000 and the issuance of 532,090 shares of Coda common stock. A further \$700,000 and 42,910 shares are also due and payable on the first anniversary of the closing date evidenced by secured promissory notes to the Company's shareholders. Under the terms of the agreement the Company's shares have been pledged as collateral security for the performance of the deferred payment obligations under the notes.

## Pro Forma Financial Information.

Condensed Consolidated Pro Forma Unaudited Balance Sheet as of January 31, 2007	F-70
Condensed Consolidated Pro Forma Unaudited Statement of Operations for the Three Months Ended January 31, 2007	F-71
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### Unaudited Pro Forma Condensed Financial Information

On June 26, 2006, Coda Octopus Group, Inc. ( the Company, “ Coda” , or ‘COGI’) acquired all of the issued and outstanding capital stock of Martech Systems (Weymouth) Limited, a UK company (“Martech”). The purchase price was approximately \$1,536,000, payable as follows: approximately \$1,180,000 in cash at closing; approximately \$356,000 in cash one year after closing, which is accrued as \$392,220 at January 31, 2007, due to exchange rate movements. The purchase price was allocated as follows:

Current assets	\$ 993,817
Equipment	37,126
Goodwill	998,591
Current liabilities	(493,262)
Purchase price	<u>\$ 1,536,271</u>

The total cost of the acquisition has been allocated to the assets acquired and the liabilities assumed based upon their respective fair values in accordance with SFAS No. 141, Business Combinations. Goodwill, none of which is deductible for tax purposes recorded in connection with the acquisition aggregates is \$998,591. The goodwill recognized in the acquisition result primarily from the acquisition of the assembled workforce, including the management team with a proven track record of success in selling to the UK government Ministry of Defense. The transaction is accounted for using the purchase method of accounting.

On April 6, 2007, Coda entered into a Stock Purchase Agreement (“Agreement”) with the stockholders of Miller and Hilton, Inc. d/b/a Colmek Systems Engineering (“Colmek”), a company formed under the laws of the state of Utah (“Colmek”). The total purchase price was approximately \$2.36 million in cash and securities, plus assumption of \$416,863 of net liabilities, for a total of \$2.77 million. Cash was paid at the closing of the transaction in the amount of \$800,000, along with the issuance of 532,090 shares of our common stock. Deferred payments of \$700,000 cash and 42,910 shares due and payable on the first anniversary of the closing date evidenced by secured promissory notes to the former Colmek shareholders. Under the terms of the stock purchase agreements, we have pledged the Colmek shares as collateral security for the performance of our deferred payment obligations under the notes. At the date of issuance of the 532,090 shares these were valued at \$1.49 each, or \$792,814. The transaction is accounted for using the purchase method of accounting and the purchase price was paid and allocated as follows:

Cash	\$ 800,000
Deferred promissory note	700,000
Common stock issued	792,814
Deferred common stock	63,936
Purchase Price	<u>\$ 2,356,750</u>

Allocation:	
Customer relationships	694,503
Non-compete agreements	198,911
Goodwill	1,880,199
Net liabilities	(416,863)
Total	<u>\$ 2,356,750</u>

The total cost of the acquisition has been allocated to the assets acquired and the liabilities assumed based upon their respective fair values in accordance with SFAS No. 141, Business Combinations. Goodwill, none of which is deductible for tax purposes recorded in connection with the acquisition aggregates is \$1,880,199. The goodwill recognized in the acquisition results primarily from the acquisition of the assembled workforce, including the management team with a proven track record of success in selling to the US government Department of Defense. The transaction is accounted for using the purchase method of accounting.

As part of the Colmek acquisition, there were deferred promissory notes of \$700,000. The interest on the notes is calculated as follows:

Colmek \$700,000 at 6% payable April 6, 2008	\$ 42,000
Colmek deferred and convertible at sellers option \$42,910 at 5% payable April 6, 2008	2,145
Total	<u>\$ 44,145</u>

During the period of March through May 2007, the Company entered into the following equity transactions ("Security Transactions"):

In March 2007, we converted 17,234 shares of series A preferred stock into 2,878,418 shares of common stock and 5 year warrants to purchase 2,878,418 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70.

In March 2007, we converted 29,000 shares of Series B preferred stock into 2,900,000 shares of common stock.

In April 2007, we sold 13,280,000 units comprising of one share of common stock and 5 year warrants to purchase 13,280,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70 priced at \$1 for the unit, for a total gross consideration of \$13,280,000, leaving net consideration of \$12,166,865.

In April 2007, we redeemed 18,181 shares of Series B preferred stock at a price of \$110 per unit, giving a premium on redemption of \$181,810, for a total cash outlay of \$1,999,910.

In May 2007, we sold 1,745,000 units comprising of one share of common stock and 5 year warrants to purchase 1,745,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70 priced at \$1 for the unit, for a total gross consideration of \$1,745,000, leaving net consideration of \$1,605,400.

In May 2007, we converted the remaining 1,819 shares of Series B preferred stock into 181,900 shares of common stock.

The Proforma Unaudited Financial Statements have been prepared by management of the Company in order to present consolidated financial position as if the acquisition of Colmek and completion of the Security Transactions had occurred as of January 31, 2007 for the pro forma condensed balance sheet and to give effect to the acquisition of Colmek and Martech and the completion of the Security Transactions as if the transactions had taken place at November 1, 2005 for the pro forma condensed consolidated statement of operations for the year ended October 31, 2006 and the three months ended January 31, 2007, respectively.

The pro forma information is based on historical financial statements giving effect to the proposed transactions using the purchase method of accounting and the assumptions and adjustments in the accompanying notes to the pro forma financial statements. The unaudited pro forma financial information is not necessarily indicative of the actual results of operations or the financial position which would have been attained had the acquisitions been consummated at either of the foregoing dates or which may be attained in the future. The pro forma financial information should be read in conjunction with the historical financial statements of the Company, Martech and Colmek (including notes thereto) included in this Registration Statement.

**CODA OCTOPUS GROUP, INC.**  
**Pro Forma**  
**Condensed Consolidated Balance Sheet**  
**January 31, 2007**  
**(Unaudited)**

ASSETS	COGI January 31, 2007	Colmek January 31, 2007	Pro Forma Adjustments	Other Security Transactions	Reference	Pro Forma Balances (Unaudited)
<b>Current assets:</b>						
Cash and cash equivalents	\$ 22,802	\$ 276,359	\$ (1,892,220)	\$ 11,772,355	Note 2, 3	\$ 10,179,296
Accounts receivable, net of allowance for doubtful accounts	1,066,672	75,278	(24,777)		Note 2	1,117,173
Unbilled receivables		105,456				105,456
Inventory	2,345,010					2,345,010
Due from MSGI Security Solutions, Inc.	533,147					533,147
Due from related parties	144,134					144,134
Other current assets	479,973					479,973
Prepaid expenses	197,189					197,189
<b>Total current assets</b>	<b>4,788,928</b>	<b>457,093</b>	<b>(1,916,997)</b>	<b>11,772,355</b>		<b>15,101,378</b>
Property and equipment, net	143,308	83,455				226,763
Rental equipment, net	102,330					102,330
Goodwill and other intangible assets, net	1,071,201		2,540,849		Note 2	3,612,050
<b>Total assets</b>	<b>\$ 6,105,767</b>	<b>\$ 540,548</b>	<b>\$ 623,852</b>	<b>\$ 11,772,355</b>		<b>\$ 19,042,521</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>						
<b>Current liabilities:</b>						
Accounts payable, trade	\$ 2,623,987	\$ 346,837	\$ (24,777)		Note 2	\$ 2,946,047
Deferred revenue	-	4,733	-			4,733
Accrued expenses/other current liabilities	1,569,601	115,154	-			1,684,755
Deferred payment acquisition of Martech	392,220	-	\$ (392,220)		Note 2	-
Accrued dividends preferred stock	241,023	-	-			241,023
Notes payable - short-term	-	33,840	-			33,840
Due to related parties	328,690	44,130	-			372,820
Loans payable/line of credit	802,253	33,393	-			835,646
<b>Total current liabilities</b>	<b>5,957,774</b>	<b>578,087</b>	<b>(416,997)</b>	<b>-</b>		<b>6,118,864</b>
<b>Loans and notes payable, long term</b>						
Notes payable - related party - short term		44,129				44,129
Notes Payable - Autos - Short Term		37,518				37,518
Deferred Compensation - Short Term		64,913				64,913
<b>Total liabilities</b>	<b>\$ 5,957,774</b>	<b>\$ 724,647</b>	<b>\$ (416,997)</b>	<b>-</b>		<b>\$ 6,265,424</b>
<b>Stockholders' equity:</b>						
Preferred stock, \$.001 par value; 5,000,000 shares authorized, 23,641 shares series A issued and outstanding, as of January 31, 2007	24			(17)	Note 3	6
49,000 shares series B issued and outstanding as of January 31, 2007	49			(49)	Note 3	-
Common stock, \$.001 par value; 70,000,000 shares authorized, 26,312,980 issued and outstanding as of January 31, 2007	26,313		575	20,985	Note 3	47,873
Common stock - 402 shares		402	(402)		Note 2	-
Additional paid-in capital	29,239,252	67,500	788,675	17,477,691	Note 2, 3	47,573,118
Foreign currency translation adjustment	(328,280)					(328,280)
Retained earnings /(deficit)	(28,789,365)	140,603	(140,603)	(5,726,255)	Note 2, 3	(34,515,620)
Less: cost of treasury stock		(244,610)	244,610		Note 2	-
Less: cost of stock subscribed		(147,994)	147,994		Note 2	-
<b>Total stockholders' equity</b>	<b>147,993</b>	<b>(184,099)</b>	<b>1,040,849</b>	<b>11,772,355</b>		<b>12,777,097</b>

Total liabilities and stockholders' equity	<u>\$ 6,105,767</u>	<u>\$ 540,548</u>	<u>\$ 623,852</u>	<u>\$ 11,772,355</u>	<u>\$ 19,042,521</u>
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The accompanying notes are an integral part of these consolidated financial statements.

**CODA OCTOPUS GROUP , INC.**  
**Pro Forma**  
**Condensed Consolidated Statement of Operations**  
**For the Three Months Ended January 31, 2007**  
**(Unaudited)**

	COGI January 31, 2007	Colmek January 31, 2007	Pro Forma Adjustments	Other Security Transactions	Reference	Pro Forma Consolidated (Unaudited)
Net revenue	\$ 2,701,275	\$ 672,688	\$ (24,777)	-	Note 2	\$ 3,349,186
Cost of revenue	941,029	132,040	(24,777)	-	Note 2	1,048,672
Gross profit	1,760,246	540,268	-	-		2,300,514
Research and development	518,393	-	-	-		518,393
Selling, general and administrative expenses	3,224,659	539,527	-	-		3,764,186
Other operating expenses	435,000	-	-	-		435,000
Operating income	(2,417,806)	741	-	-		(2,417,065)
Other income/(expense):						
Other income	2,098	1,871	-	-		3,969
Interest expense	(115,211)	-	(65,958)	(5,544,445)	Note 2, 3	(5,725,614)
Total other income (expense)	(113,113)	1,871	(65,958)	(5,544,445)	Note 2, 3	(5,721,645)
Income/(loss) before income taxes	\$ (2,530,919)	\$ 2,612	(65,958)	(5,544,445)	Note 2, 3	\$ (8,138,710)
Provision for income taxes	-	(100)	-	-		(100)
Net income/(loss)	(2,530,919)	2,512	(65,958)	(5,544,445)	Note 2, 3	(8,138,810)
Preferred stock dividends:						
Series B	-	-	-	(181,810)	Note 3	(181,810)
Beneficial conversion feature	(800,000)	-	-	-		(800,000)
Net income/(loss) applied to common shares	\$ (3,330,919)	\$ 2,512	\$ (65,958)	\$ (5,726,255)		\$ (9,120,620)
Loss per share, basic and diluted	(0.13)					(0.20)
Weighted average shares outstanding	25,526,067	-	575,000	20,985,318	Note 2, 3	47,086,385
Comprehensive loss:						
Net income/(loss)	\$ (2,530,919)	\$ 2,512	\$ (65,958)	\$ (5,544,445)	Note 2, 3	\$ (8,138,810)
Foreign currency translation adjustment	(328,280)	-	-	-		(328,280)
Comprehensive loss	\$ (2,859,199)	\$ 2,512	\$ (65,958)	\$ (5,544,445)		\$ (8,467,090)

The accompanying notes are an integral part of these condensed pro forma unaudited consolidated financial statements.



**CODA OCTOPUS GROUP, INC.**  
**Pro Forma**  
**Condensed Consolidated Statement of Operations**  
**For the Year Ended October 31, 2006**  
**(Unaudited)**

	COGI Year Ended October 31, 2006	Martech Nov 1, 2005 to Jun 25, 2006	Colmek Year Ended October 31, 2006	Pro Forma Adjustmnts	Other Security Transactions	Reference	Pro Forma Consolidated (Unaudited)
Net revenue	\$ 7,291,291	\$ 1,327,068	\$ 2,969,164	\$ (24,777)	-	Note 2	\$ 11,562,746
Cost of revenue	2,611,590	957,647	1,515,785	(24,777)	-	Note 2	5,060,245
Gross profit	4,679,701	369,421	1,453,379	-	-		6,502,501
Research and development	3,130,821	-	-	-	-		3,130,821
Selling, general and administrative exp	7,453,946	349,177	1,345,408	-	-		9,148,531
Other operating expenses	447,750	-	-	-	-		447,750
Operating income/(loss)	(6,352,816)	20,244	107,971	-	-		(6,224,601)
Other income/(expense):							
Other income/(expense)	3,012	11,520	16,790	-	-		31,322
Interest expense	(1,203,690)	(4,731)	-	(65,958)	(5,544,445)	Note 2, 3	(6,818,824)
Total other income/(expense)	(1,200,678)	6,789	16,790	(65,958)	(5,544,445)	Note 2, 3	(6,787,502)
Income/(loss) before income taxes	\$ (7,553,494)	\$ 27,032	\$ 124,761	(65,958)	(5,544,445)		\$ (13,012,104)
Provision for income taxes	5,676	(5,676)	-	-	-		-
Net income/(loss)	(7,559,170)	32,708	124,761	(65,958)	(5,544,445)		(13,012,104)
Preferred stock dividends:							
Series A	(309,914)	-	-	-	-		(309,914)
Series B	(74,130)	-	-	-	(181,810)	Note 3	(255,940)
Beneficial conversion feature	(4,152,800)	-	-	-	-		(4,152,800)
Net (loss) applied to common shares	\$ (12,096,014)	\$ 32,708	\$ 124,761	\$ (65,958)	\$ (5,726,255)		\$ (17,730,758)
Loss per share, basic and diluted	(0.50)						(0.39)
Weighted average shares outstanding	24,030,423	-	-	575,000	20,985,318	Note 2, 3	45,590,741
Comprehensive loss:							
Net Income (loss)	\$ (7,559,170)	\$ 32,708	\$ 124,761	\$ (65,958)	\$ (5,544,445)	Note 2, 3	\$ (13,012,104)
Foreign currency translation adjustment	(282,704)	(421)	-	-	-		(283,125)
Comprehensive loss	\$ (7,841,874)	\$ 32,287	\$ 124,761	\$ (65,958)	\$ (5,544,445)		\$ (13,295,229)

The accompanying notes are an integral part of these condensed pro forma unaudited consolidated financial statements.

**CODA OCTOPUS GROUP, INC.**  
**NOTES TO CONDENSED PRO FORMA UNAUDITED FINANCIAL STATEMENTS**

**Unaudited Pro Forma Condensed Financial Information**

The Pro forma Unaudited Condensed Financial Statements have been prepared in order to present consolidated financial position and results of operations of the Coda as if the acquisition of Martech and Colmek and the completion of the Security Transaction had occurred as of January 31, 2007 for the pro forma condensed consolidated balance sheet and to give effect to the acquisition of Colmek and Martech and the completion of the Security Transactions as if the transactions had taken place at November 1, 2005 for the pro forma condensed consolidated statement of operations for the year ended October 31, 2006 and the three months ended January 31, 2007, respectively.

The following pro forma adjustments are incorporated into the pro forma condensed consolidated balance sheet as of January 31, 2007 and the pro forma condensed consolidated statement of operations for the year and three months ended October 31, 2006 and January 31, 2007, respectively.

**Note 1 - Basis of Presentation**

The purchase method of accounting has been used in the preparation of the accompanying unaudited pro forma combined financial statements. Under this method of accounting, the purchase consideration is allocated to the tangible and identifiable intangible assets acquired and liabilities assumed according to their respective fair values, with the excess purchase consideration being recorded as goodwill. For the purposes of pro forma adjustments, Coda Octopus has followed Statement of Financial Accounting Standards ("SFAS") No. 141, "Business Combinations," and SFAS No. 142, "Goodwill and Intangible Assets."

The unaudited pro forma condensed combined statements of operations are presented combining Coda Octopus's consolidated statement of operations for the year ended October 31, 2006 and three months ended January 31, 2007, Martech's audited statement of operations for the period November 1, 2006 to the date of acquisition of June 26, 2006, and Colmek's audited statement of operations for the year ended October 31, 2006 and three months ended January 31, 2007. These pro forma statements are based on such financial statements after giving effect to the transaction under the purchase method of accounting and the assumptions and adjustments described below. The pro forma information does not purport to be indicative of the results, which would have been reported if the purchase had been in effect for the periods presented or which may result in the future.

**Note 2 - Pro forma purchase price adjustments**

Martech - Pursuant to the acquisition agreement, a deferred promissory note was payable 12 months after completion of the acquisition (ie. on June 26<sup>th</sup>, 2008) for £200,000, valued at \$392,220 based on the exchange rate on January 31, 2007. For the purposes of our pro forma financial statements, the transaction is assumed to have occurred on November 1, 2005, so we shown this deferred amount removed from both liabilities and cash. The interest accrued under the loan note at 6% and has been calculated based on being outstanding for 12 months. This gives total interest due of £12,000, or \$21,813 using the average exchange rate over the year of \$1.8097 to £1, and this amount has been charged to our statements of operations.

Colmek - Pursuant to the Share Purchase Agreement the selling shareholders of Colmek, in total received 532,090 shares of Coda Octopus common stock as part of the purchase price under acquisition agreement. For purposes of the unaudited pro forma combined financial statements, the fair value of the Company's common stock issued as a part of the acquisition was determined based on the price of the Company's common stock on the day of the acquisition of Colmek on April 6, 2007.

The components of the purchase price were as follows:

Cash	\$ 800,000
Deferred promissory note	700,000
Common stock issued	792,814
Deferred common stock	63,936
Purchase price	<u>\$ 2,356,750</u>
<u>Allocation:</u>	
Customer relationships	694,503
Non-compete agreements	198,911
Goodwill	1,880,199
Net Liabilities	416,863
Total	<u>\$ 2,356,750</u>

Interest is due on the loan notes as follows:

Colmek \$700,000 at 6% payable April 6, 2008	\$ 42,000
Colmek deferred and convertible at sellers option \$42,910 at 5% payable April 6, 2008	2,145
	<u>\$ 44,145</u>

Adjustments were made to our pro forma financial statements on the basis that the transaction happened on November 1, 2005, which resulted in the following:

- i. The cash payment of \$800,000 being removed from our cash balances.
- ii. An adjustment to notes payable for \$700,000 for the deferred promissory note, with this amount taken as cash paid, rather than a deferred liability.
- iii. There was an adjustment to stockholders' equity for common stock issued of \$575 and additional paid in capital of \$856,175, representing the total value of shares payable including both the amount due on acquisition and the deferred share payment.
- iv. Net liabilities were \$184,099 on January 31, 2007 instead of \$416,863 showing at April 6, 2007, a difference of \$232,764. Goodwill was adjusted for this difference in net liabilities.
- v. For the year ended October 31, 2006, there was intercompany trading between Coda Octopus Group, Inc. and Colmek totaling \$24,777. This has been removed from sales, direct purchases, accounts payable, and accounts receivable.
- vi. Interest has been calculated on the loan note based on being outstanding for a full 12 months, with a charge of \$43,607 made to the statement of operations for both the year to October 31, 2006 and the three months to January 31, 2007, ie. there is no additional charge made to the statement of operations for January 31, 2007.
- vii. Adjustments to Colmek's stockholders' equity for combination with Coda's financial statements were as follows:
  - a. Common stock \$(402);
  - b. Retained earnings \$(140,603);
  - c. Additional paid-in capital \$(67,500);
  - d. Treasury stock \$244,610;
  - e. Stock subscribed \$147,994.

### **Note 3 - Other Security Transactions**

In March 2007, we converted 17,234 shares of series A preferred stock into 2,878,418 shares of common stock and 5 year warrants to purchase 2,878,418 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70. For the purposes of our pro forma statements, this resulted in a reduction of \$(17) in preferred stock account, an increase in our common stock account of \$2,878, and a decrease in our additional paid-in capital of \$(2,861), with a financing charge of \$3,134,859.

In March 2007, we converted 29,000 shares of Series B preferred stock into 2,900,000 shares of common stock. For the purposes of our pro forma statements, this resulted in a reduction of \$(29) in our preferred stock account, an increase in our common stock account of \$2,900, and a decrease in additional paid-in capital of \$(2,871).

In April 2007, we sold 13,280,000 units comprising of one share of common stock and 5 year warrants to purchase 13,280,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70 priced at \$1 for the unit, for a total gross consideration of \$13,280,000, leaving net consideration of \$12,166,865. For the purposes of our pro forma statements, this increased cash by \$12,166,865, increased our common stock account by \$13,280 and increased our additional paid-in capital by \$12,153,585. Financing warrants issued increased financing charges by \$2,409,586.

In April 2007, we redeemed 18,181 shares of Series B preferred stock at a price of \$110 per unit, giving a premium on redemption of \$181,810, for a total cash outlay of \$1,999,910. For the purposes of our pro forma statements, this resulted in a reduction in cash of \$(1,999,910), a reduction in our preferred stock of account \$(18), a reduction in additional paid-in capital of \$(1,818,082) and a reduction in retained earnings of \$181,810.

In May 2007, we sold 1,745,000 units comprising of one share of common stock and 5 year warrants to purchase 1,745,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70 priced at \$1 for the unit, for a total gross consideration of \$1,745,000, leaving net consideration of \$1,605,400. For the purposes of our pro forma statements, this increased cash by \$1,605,400, increased our common stock account by \$1,745 and increased our additional paid-in capital by \$1,603,655.

In May 2007, we converted the remaining 1,819 shares of Series B preferred stock into 181,900 shares of common stock. For the purposes of our pro forma statements, this reduced our preferred stock account by \$(2), increased our common stock account by \$182 and reduced our additional paid-in capital by \$(180).

These security transactions and their effect on our pro forma statements can be summarized as follows:

<b>Balance Sheet</b>	Amount
Cash	\$ 11,772,355
Preferred stock account	(66)
Common stock account	20,985
Additional paid-in capital	17,477,691
<b>Statement of Operations</b>	
Financing charges	\$ 5,544,445
Preferred stock dividend (premium on redemption)	181,810

## PART II

### INFORMATION NOT REQUIRED IN THE PROSPECTUS

#### ITEM 24. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Our Certificate of Incorporation, as amended, provide to the fullest extent permitted by Delaware law, our directors or officers shall not be personally liable to us or our stockholders for damages for breach of such director's or officer's fiduciary duty. The effect of this provision of our Certificate of Incorporation, as amended, is to eliminate our rights and our stockholders (through stockholders' derivative suits on behalf of our company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior), except under certain situations defined by statute. We believe that the indemnification provisions in our Certificate of Incorporation, as amended, are necessary to attract and retain qualified persons as directors and officers.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of that fact that he or she was a director, officer employee or agent of the corporation or was serving at the request of the corporation against expenses actually and reasonably incurred by him or her in connection with such action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal action, had no reasonable cause to believe his or her conduct was unlawful.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

#### ITEM 25. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth an estimate of the costs and expenses payable by Registrant in connection with the offering described in this registration statement. All of the amounts shown are estimates except the Securities and Exchange Commission registration fee:

Securities and Exchange Commission Registration Fee	\$ 5,270
Accounting Fees and Expenses	\$ 25,000*
Legal Fees and Expenses	\$ 75,000*
Total	<u>\$ 105,270</u>

\*Estimated

#### ITEM 26. RECENT SALES OF UNREGISTERED SECURITIES

On August 13, 2004, pursuant to the terms of the Share Exchange between Panda Project and Fairwater Technologies Limited the Company issued 20,050,000 shares of common stock to the former shareholders of Coda Octopus Limited.

Between February and March 2005 the Company sold to an individual investor 1,000,000 shares of common stock for a total purchase price of \$800,534.

On October 31, 2005, we issued 15,000 shares of our Series A Preferred Stock to one investor for total cash consideration of \$2,655,000.

On April 30, 2006, we issued a total of 7,320.88 shares of our Series A Preferred Stock to a group of investors for total cash consideration of \$1,211,755.

In April 2006, we issued to a public relations consultant for services rendered, a 5 year warrant to purchase 400,000 shares of our common stock at a price of \$0.58 per share of common stock.

In May 2006, we issued to two consultants for services rendered, 5 year warrants to purchase 750,000 shares of our common stock at a purchase price of \$0.50.

In June 2006, we issued to one institutional investor, Units consisting of 23,000 shares of our Series B Preferred Stock plus five-year warrants to purchase 4,600,000 shares of our common stock at a price ranging from \$1.30 to \$1.70 per share for total cash consideration of \$2,300,000

In June 2006, as part of an equity raise fee arrangement, we issued to a financial institution a 5 year warrant to purchase 160,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70.

In July 2006, we issued to two individuals for legal services rendered, options to purchase 68,000 shares of our common stock at a price of \$1.50 per share.

In July 2006, we issued to two investors 820 shares of our Series A Preferred Stock for a total cash consideration of \$82,000.

From September 2006 through January 2007, we issued to one institutional investor Units consisting 23,000 shares of our Series B Preferred Stock and 650,000 shares of our common stock plus five-year warrants to purchase 4,600,000 shares of our common stock at a price ranging from \$1.30 to \$1.70 per share for total cash consideration of \$2,300,000.

In February 2007 we issued to one investor 3000 shares of our Series B Preferred Stock for a total cash consideration of \$300,000 plus five-year warrants to purchase 600,000 shares of our common stock at a price ranging from \$1.30 to \$1.70 per share for total cash consideration of \$300,000.

In October 2006, as part of equity raise fee arrangement, we issued to a financial institution a 5 year warrant to purchase 160,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70.

On October 31, 2006, we issued to an investor 500 shares of our Series A Preferred Stock for a total cash consideration of \$50,000 .

In April 2007, we issued to one investor 25,000 shares of our common stock plus five-year warrants to purchase 50,000 shares of our common stock at a purchase price ranging from \$1.30 - \$1.70 per share for a total cash consideration of \$25,000.

In April 2007, as consideration for the investor's early conversion of 15,914.18 Series A Preferred Stock, we issued to one investor 5 year warrants to purchase 2,746,418 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70.

In April 2007, as consideration for three investors' early conversion of 1320 Series A Preferred Stock, we issued to these investors 5 year warrants to purchase 264,000 shares of our common stock at a purchase price ranging from \$1.30 to \$1.70.

In April 2007 pursuant to the terms of the acquisition agreement between the Company and the sellers of Miller and Hilton d/b/a Colmek Systems Engineering we issued to four of the sellers who are accredited investors 532,090 of our common stock for a value of \$532, 090.

#### **Shares for services**

In March 2005, we issued to one individual 275,000 shares of common stock in exchange for legal services rendered valued at \$27,500 (\$0.10 per share).

On July 28, 2005, we issued to an officer of the Company 220,000 shares of common stock in exchange for services rendered, valued at \$22,000 (\$0.10 per share).

During the year ended October 31, 2006 we issued 634,324 shares of common stock, in exchange for services rendered, valued at \$317,160. During January 2007 we issued to five persons 625,000 shares of common stock in exchange for services valued at \$693,750 in the aggregate. (\$1.11 per share)

During January 2007 we issued to one financial institution 500,000 shares of common stock in exchange for fees for equity raise valued at \$435,00 (\$0.87 per share)

On February 2, 2007 we issued 25,000 shares of common stock in exchange for services valued at \$30,250 (\$1.21 per share).

On March 20, 2007 we issued 40,000 shares of common stock to one service provider for services valued at \$48,400 (\$1.21 per share).

During the Fiscal Year ending 2006 we issued to Fairwater Technology Group Limited 100,000 shares in exchange for services rendered valued at \$87,500 (\$0.875 per share).

#### Recent Sale of Securities

In April and May 2007 we issued to a group of investors a total of 15,000,000 shares of our common stock plus five-year warrants to purchase the same amount of shares of common stock (of which 7,500,000 may be purchased at \$1.30 and the balance at \$1.70 per share). In connection with this offering, we paid placement agent fees in the amount of \$1,200,000 plus warrants to purchase 2,400,000 at a purchase price ranging between \$1.30 and \$1.70.

All securities were issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended, under Section 4(2) thereunder.

#### ITEM 27. EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>
2.1	Plan and Agreement of Merger dated July 12, 2004 by and between Panda and Coda Octopus*
2.2	Share Purchase Agreement dated June 26, 2006 between Colin Richard, Coda Octopus (UK) Holdings Limited and Coda Octopus, Inc.
2.3	Stock Purchase Agreement dated April 6, 2007, between Miller & Hilton d/b/a Colmek Systems Engineering, its shareholders and Coda Octopus (US) Holdings Inc.*
3.1	Certificate of Incorporation*
3.1(a)	Certificate of Designation Series A Preferred Stock*
3.1(b)	Certificate of Amendment to Certificate of Designation Series A Preferred Stock*
3.1(c)	Certificate of Designation Series B Preferred Stock*
3.2	By-Laws*
4.1	Form of Warrant*
5.1	Legal Opinion of Sichenzia Ross Friedman Ference LLP
10.1	Employment Agreement dated April 1, 2005 between the Company and Jason Reid*
10.2	Employment Agreement dated July 1, 2005 between the Company and Anthony Davis*
10.3	Employment Agreement dated July 1, 2005 between the Company and Blair Cunningham*
10.4	Employment Agreement dated May 1, 2006, between the Company and Frank Moore*
10.5	Employment Agreement dated April 6, 2007, between Miller and Hilton d/b/a Colmek Systems Engineering and Scott Debo*
10.6	Director's Agreement dated January 26, 2005 between the Company and Paul Nussbaum*

- 10.7 Director's Agreement dated January 26, 2005 between the Company and Rodney Peacock\*
- 10.8 Form of Securities Purchase Agreement dated April 4, 2007\*
- 10.9 Sale of Accounts and Security Agreement dated August 17, 2005 between the Company and Faunus Group International, Inc.\*
- 10.10 Standard Form of Office Lease dated June 1, 2007 between the Company and Nelco Inc.\*
- 10.11 Collaboration Agreement dated July 1, 2006 between Oxford Technical Solutions Ltd. and Codaoctopus
- 10.12 Amendment to Securities Purchase Agreements dated March 21, 2007 between Vision Opportunity Master Fund Ltd. and Codaoctopus
- 10.13 Securities Repurchase Agreement dated April 10, 2007 between Codaoctopus and Vision Opportunity Master Fund
- 10.14 Employment Agreement dated as of July 16, 2007 between the Company and Jody Frank
- 23.1 Consent of Sichenzia Ross Friedman Ference LLP (included in exhibit 5.1)
- 23.2 Consent of Russell Bedford Stefanou Mirchandani LLP
- 23.3 Consent of Russell Bedford Stefanou Mirchandani LLP (Miller & Hilton, Inc.)
- 23.4 Consent of Coyne, Butterworth & Chalmers

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\* Previously filed.

## ITEM 28. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes to:

(1) file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:

(i) Include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the registration statement; and Notwithstanding the forgoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation From the low or high end of the estimated maximum offering range may be reflected in the form of prospects filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) Include any additional or changed material information on the plan of distribution.

(g) for the purpose of determining liability under the Securities Act to any purchaser:

Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(2) For determining liability under the Securities Act, treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) File a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form SB-2 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in New York, on this July 24, 2007.

## CODA OCTOPUS GROUP, INC.

By: */s/ Jason Lee Reid*

*Jason Lee Reid*

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jason Lee Reid his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and any subsequent registration statements pursuant to Rule 462 of the Securities Act of 1933 and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that attorney-in-fact or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<i>/s/ Jason Lee Reid</i>	Director and Chief Executive Officer (Principal Executive Officer)	July 24, 2007
<i>/s/ Jody Frank</i>	Chief Financial Officer (Principal Financial Officer)	July 24, 2007
<i>/s/ Paul Nussbaum</i>	Chairman	July 24, 2007
<i>/s/ Rodney Peacock</i>	Director	July 24, 2007

**S ICHENZIA R OSS F RIEDMAN F ERENCE LLP  
61 BROADWAY, NEW YORK NY 10006  
TEL 212 930 9700 FAX 212 930 9725 WEB WWW.SRFF.COM**

July 23, 2007

**VIA ELECTRONIC TRANSMISSION**

Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, DC 20549

RE: Coda Octopus Group, Inc.  
Form SB-2 Registration Statement

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form SB-2 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), filed by Coda Octopus Group, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission in connection with the registration of up to 32,800,000 shares of the Company's common stock.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the securities being sold pursuant to the Registration Statement are duly authorized are, or will be, when issued in the manner described in the Registration Statement, legally and validly issued, fully paid and non-assessable under the laws of the State of Delaware, including statutory provisions, all applicable provisions under the Delaware state constitution, and reported judicial decisions interpreting those laws.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under "Legal Matters" in the related Prospectus. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

/s/ SICHENZIA ROSS FRIEDMAN FERENCE LLP

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**COLLABORATION AGREEMENT**

*between*

**OXFORD TECHNICAL SOLUTIONS**

*and*

**CODAOCTOPUS**

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THIS COLLABORATION AGREEMENT is made this First day of July 2006

between

**OXFORD TECHNICAL SOLUTIONS LIMITED** a company incorporated in England under the Companies Acts (registered number 03534778) and having its registered office at **30 Bankside Court, Stationfields, Kidlington, Oxfordshire OX5 1JE ("OTS")**

and

**CODAOCTOPUS LIMITED** a company incorporated in Scotland under the Companies Acts (registered number SC151068) and having its registered office at **Admiral House 29-30 Maritime Street, Edinburgh, EH6 6SE ("CodaOctopus")**

### WHEREAS

- (a) OTS has developed and will continue to develop the OTS RT3000 Technology and owns the intellectual property rights in same free of all encumbrances;
- (b) CodaOctopus have the experience in the marketing and exploitation of certain technologies in the global Market; and
- (c) The parties, having worked successfully under Heads of Agreement since June 27<sup>th</sup> 2002, wish to continue to collaborate in order to commercially exploit the OTS RT3000 Technology in the Market.

**THE PARTIES AGREE** as follows: -

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement (including the recitals), unless the context otherwise requires, the following words and expressions shall have the meanings set out opposite them: -

- 1.1 **Build Costs** means all parts, consumables and labour which are involved in the production of a unit, including (but not limited to) all the materials set out in the bill of materials as agreed between the parties and updated from time to time.
- 1.2 **Commencement Date** means 1<sup>st</sup> July 2006.
- 1.3 **Confidential Information** means all information designated as such by either party in writing together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as confidential information of the disclosing party.
- 1.4 **Deposited Software** means software and documentation relating to the OTS RT3000 Technology, the Intellectual Property in which is owned by OTS.
- 1.5 **Documentation** means all documentation, whether in electronic or hardcopy form, recording Know-How relating to the OTS RT3000 Technology.
- 1.6 **Improvement** means, in respect of the OTS RT3000 Technology, any enhancement, correction, modification, derivative work, upgrade, variation, revision, improvement, translation in human or machine-readable languages or codes, conversion, new version or release to or of the OTS RT3000 Technology or any product derived therefrom, and created or developed by CodaOctopus.

- 1.7 **Intellectual Property** means copyright works (including rights in computer software), database rights, patents, discoveries, improvements, inventions, trade marks, designs, information, data, formulae, specifications, results of tests and field trials, diagrams, expertise, techniques, technology, Know-How, internet assets, software and other intellectual property of any nature whatsoever, whether registered or unregistered, including applications and the right to apply for registration of any of the foregoing rights.
- 1.8 **Know-How** means all information, data, drawings, designs, supplier lists, customer lists, bills of materials, technical data, manufacturing procedure manuals, reports, techniques, methods, skills and all other information in whatever form reasonably required for understanding, using, and exploiting the OTS RT3000 Technology and to manufacture the Products, which, for the avoidance of doubt includes, all Know-How relating to the OTS RT3000 Technology which may be developed or created from time to time after the Commencement Date.
- 1.9 **Man Hour** means the amount of effort equivalent to that expended by one duly qualified and skilled person working full time for one hour.
- 1.10 **Man Day** means the amount of effort equivalent to that expended by one duly qualified and skilled person working full time for one (1) day, nominally eight (8) hours.
- 1.11 **Market** the markets are defined as follows:
  - 1.11.1 **EXCLUSIVE** – underwater, oceanography, marine science, hydrography (inc naval, coastguard & maritime security applications), Offshore (oil, gas and telecoms), sub-sea vehicles and submarines, yacht racing and all 'heave' applications.
  - 1.11.2 **NON-EXCLUSIVE** – power boat, leisure craft, hovercraft, amphibious vehicles, naval gun aiming aboard vessels and amphibious vehicles.
  - 1.11.3 **SPECIFICALLY EXCLUDED** – automotive, aerospace, trains, all land based applications.
- 1.12 **Minimum Term** has the meaning ascribed to it in Clause 2.
- 1.13 **NCC** means NCC Escrow International Limited, a company incorporated in England (registered number 3081952), having its registered office at Manchester Technology Centre, Oxford Road, Manchester M1 7ED.
- 1.14 **Net Sales Value** means the sales income actually received by CodaOctopus from customers in respect of sales of Products, less the total cost of sales (including, without prejudice to the foregoing generality, the Royalty Fee and Build Costs) and less all Value Added Tax or other sales tax payable thereon.
- 1.15 **OTS RT3000 Technology** means Technology required for the RT3000 products or equivalent, in respect of which the Intellectual Property is owned by or licensed to OTS as at the Commencement Date or at any date thereafter during the Term.
- 1.16 **Product** means any product created using or derived from the OTS RT3000 Technology or part thereof and which CodaOctopus sells to customers.
- 1.17 **Royalty Fee** has the meaning ascribed to it in Clause 6.
- 1.18 **Source Code** means software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software.



- 1.19 **Technology** means all current and future technologies (and all enhancements, corrections, modifications, upgrades, variations, revisions, improvements, translations in human or machine-readable languages or codes, conversions, new versions or releases to or of such technologies created during the Term) relating to the measurement of motion, attitude, position, velocity and orientation.
- 1.20 **Term** means the duration of this Agreement as provided in Clause 2.
- 1.21 **Territory** means world wide.
- 1.22 **Working Day** means any day which is not a Saturday, a Sunday, a public holiday or a bank holiday in England.
- 1.23 **CodaOctopus Group Companies** means any company owned or jointly owned by Coda Octopus Group Incorporated.
- 1.24 Words denoting the singular shall include the plural and vice versa, words denoting a gender shall include all genders and words denoting persons shall include corporations and all other legal entities.
- 1.25 Unless the context otherwise requires, references in this Agreement to any Clause shall be deemed to be a reference to a clause of this Agreement.
- 1.26 The headings are inserted for ease of reference and shall not affect the interpretation or construction of this Agreement.

## 2. DURATION

- 2.1 Notwithstanding the date or dates of execution, this Agreement shall commence on the Commencement Date and shall continue in full force and effect until the third anniversary of the Commencement Date (the "Minimum Term"), upon which date this Agreement shall continue for further periods of twelve (12) months subject to earlier termination under Clauses 12 or 13.2.

## 3. EXPLOITATION

- 3.1 Subject to Clause 3.2, CodaOctopus undertakes to OTS in good faith to use all reasonable endeavours to market and exploit the OTS RT3000 Technology in the Market.
- 3.2 The parties agree that during the Term CodaOctopus shall have the exclusive right to manufacture, market, sell, brand, promote and commercially exploit Products in the Market in the Territory. CodaOctopus shall be entitled to set the sale price for each Product at its sole discretion from time to time. CodaOctopus agrees that it shall not manufacture, market, sell, brand, promote or commercially exploit any directly competing product in the Market in the Territory during the Term. OTS agrees that it shall not directly exploit the OTS RT3000 Technology in the Market in the Territory during the Term, but shall, in fulfilling its obligations under Clause 3.1, market and exploit the OTS RT3000 Technology in the Market in the Territory only through CodaOctopus, whether by directing potential customers to CodaOctopus or otherwise, and shall ensure that all marketing activities carried out by OTS in relation to exploitation of the OTS RT3000 Technology in the Market are approved in advance by CodaOctopus.
- 3.3 OTS acknowledges and agrees that it shall not, at any time during the Term, grant to any third party any licence or grant of rights to use or exploit the OTS RT3000 Technology in the Market in the Territory.

- 3.4 OTS shall have the right, at its own cost and expense to supply to CodaOctopus and to require CodaOctopus to include in any issue to end user customers of the OTS RT3000 Technology, Improvement or Product derived there from, an enabling component, such as a flash card or other technical device, to alert OTS of sales of Products. OTS shall ensure that CodaOctopus has a stock of at least five (5) such enabling components at any time.

#### **4. INTELLECTUAL PROPERTY**

- 4.1 All Intellectual Property licensed or disclosed by either party in the course of and for use in this Agreement shall at all times remain the sole and exclusive property of the party to whom that Intellectual Property belonged prior to the Commencement Date. No Intellectual Property in the OTS RT3000 Technology shall be assigned to CodaOctopus by virtue of this Agreement.
- 4.2 All Intellectual Property in any Improvement excepting OTS' core algorithms shall be owned by CodaOctopus, as is the trade name 'F180series' and its derivatives
- 4.3 OTS hereby grants to CodaOctopus an exclusive worldwide royalty-bearing licence to use the Intellectual Property in the OTS RT3000 Technology in order to develop the OTS RT3000 Technology and Improvements and to manufacture, market, sell, license or let out, brand, promote and commercially exploit or otherwise dispose of Products, and to sub-license the OTS RT3000 Technology or any part thereof, in the Market in the Territory.
- 4.4 OTS shall, within thirty (30) days of the last date of signature of this Agreement, place the Source Code of the Deposited Software in escrow with NCC at its own expense on the basis of the appropriate standard agreement or such other terms as OTS, CodaOctopus and NCC shall agree. Such escrow agreement shall be entered into within thirty (30) days of the last date of signature of this Agreement. OTS shall thereafter update the Deposited Software to reflect and keep current OTS RT3000 Technology and as a minimum this shall be done at least once every six (6) months throughout the Term.

#### **5. PRODUCTION, MANUFACTURING AND TECHNICAL SUPPORT**

- 5.1 During the Term, OTS shall supply CodaOctopus promptly upon request with any additional parts or components reasonably requested by CodaOctopus for use in the manufacture, exploitation, sale or development of Products and Improvements. OTS shall supply such parts and components to CodaOctopus at a price no higher than the standard list price, or the cost price, of such item, whichever is the lower.
- 5.2 During the Term CodaOctopus shall be responsible for the direct provision of technical support and customer services to customers of CodaOctopus using the OTS RT3000 Technology. OTS shall provide technical support and customer services to CodaOctopus in such form as it may reasonably require including but not limited to by telephone, e-mail and facsimile.
- 5.3 OTS shall provide the technical support and customer services described in Clause 5.2 at a rate of Three Hundred Pounds Sterling (£300.00), (excluding Value Added Tax) (or such other rate as may be agreed between the parties in writing, following a review on each anniversary of the Commencement Date) per Man Day (aggregated on a monthly basis in accordance with Clause 5.5). Nominally, in this case, all IPR is retained by OTS. Improvements, new features or other developments not deemed to be in support of the core Technology and agreed, between the parties in writing, to be of specific interest to CodaOctopus only, undertaken at the specific written request of

CodaOctopus shall be charged at a rate of Five Hundred Pounds Sterling (£500) per Man Day. In this case, the Intellectual Property rights relating to such developments shall reside with CodaOctopus in accordance with Clause 4.2.

- 5.4 To the extent that OTS is required to provide technical support or customer support services from premises other than OTS' or CodaOctopus' premises in Oxfordshire, CodaOctopus shall against original invoices for such expenses reimburse one hundred and ten per cent (110%) of the value of the reasonable travel and living costs and expenses (including Value Added Tax) actually incurred by OTS in providing such support.
- 5.5 OTS shall invoice CodaOctopus in respect of the support services, improvements, new features or other developments, travel and living costs and expenses on a monthly basis, in arrears. CodaOctopus shall pay each such invoice within Normal Business Terms (30 days).

## 6. ROYALTIES & DISCOUNTS

- 6.1 In consideration of the exclusive licence granted to it in this Agreement, CodaOctopus shall pay to OTS a royalty of Five Thousand Eight Hundred and Fifty Pounds Sterling (£5,850) (excluding Value Added Tax) Sterling for each licence (the "**Royalty Fee**"). Additionally, subject to firm advanced commitment for delivery in any 12 month period, discounts will apply to the above as follows:

Quantity:	Discount:	Price:
1-19	0%	5850.00
20-29	10%	5265.00
30-39	25%	4387.50
40-49	30%	4095.00
50-99	35%	3802.50
100-249	40%	3510.00
250-499	50%	2925.00

## 7. COMMITMENT

- 7.1 CodaOctopus shall make a commitment for a given 12 month order period, in the form of a written Purchase Order on its terms and conditions, and shall make regular payment based on the agreed quantity at the price defined in clause 6, and in accordance with clause 8.
- 7.2 In the event that CodaOctopus no longer require the agreed/committed quantity, CodaOctopus can either (a) take the balance into stock or (b) revise the commitment level accordingly. In the event of the latter, OTS reserve the right to set the discount level on future orders, irrespective of proposed commitment.
- 7.3 In the event that CodaOctopus wish to increase the committed quantity to take advantage of better discounts, it may do so. In this instance, the total quantity for calculating discounts will be the new committed volume. The price for the unshipped balance will be at the new discount, but the quantity already shipped will remain at the lower discount. See the following example:

*Initial commitment, 40 units at 30% discount  
 After 10 units delivered, commitment quantity increased to 60 at 35% discount  
 Initial 10 units charged at 30% discount, balance of 50 units charged at 35% discount.  
 (NB all commitments are over a 12 month period from date of latest PO issued by CodaOctopus)*



## 8. PAYMENT

- 8.1 Subject to the agreed/committed quantities, CodaOctopus shall arrange for a regular/monthly payment equal to 1/12 of total discounted price for the committed quantity.

*Example - 40 systems at £4095 = £163,800 = £13,650 per month.*

- 8.2 Subject to acceptance by OTS (demonstration of regular payment or standing order), OTS shall provide licences on request, nominally at a rate equivalent to ¼ of the committed quantity per three month period.
- 8.3 The parties shall hold quarterly reviews to ensure that supply and payment are in line. In the event that supply significantly exceeds payment, OTS may request payment of the outstanding balance and a review of the payment schedule. The parties acknowledge that in practice this is likely to be closely linked to a review of commitment and pricing as defined in section 7.3 above

## 9. CONFIDENTIALITY AND PUBLICITY

- 9.1 Neither party shall at any time during the period of this Agreement or thereafter disclose to any third party or use any Confidential Information or Intellectual Property disclosed to it under this Agreement except as expressly permitted by this Agreement or with the prior written consent of the other party. Each party shall ensure that its employees, agents and contractors to whom such Confidential Information or Intellectual Property is disclosed are made aware of and shall observe the terms of this Clause 9.1.
- 9.2 This Clause shall not apply to any information which:
- 9.2.1 at the date of execution of this Agreement or at any time thereafter is within the public domain;
  - 9.2.2 was known to the disclosing party prior to entering into this Agreement;
  - 9.2.3 is made available to the disclosing party during the period of this Agreement or thereafter by a third party without breach of any obligation of confidence;
  - 9.2.4 is disclosed to a third party under a written obligation of confidence;
  - 9.2.5 is independently developed by either party; or
  - 9.2.6 requires to be disclosed by law.

## 10. WARRANTIES

- 10.1 OTS warrants, represents and undertakes to CodaOctopus that
- 10.1.1 the OTS RT3000 Technology from time to time, and any additional parts and components supplied by OTS in accordance with Clause 5.1, shall meet the agreed specification approved by CodaOctopus and OTS in writing and shall be of satisfactory and merchantable quality and free from error, defect, and any computer virus
  - 10.1.2 the Intellectual Property in the OTS RT3000 Technology is OTS' property free from encumbrances and free and clear from any security interest or third party rights

- 10.1.3 the use, or licensing by CodaOctopus of the OTS RT3000 Technology, which may be updated or modified from time to time shall not in any way infringe the rights of any third party, and
  - 10.1.4 no claim has been raised or is pending against OTS by a third party in relation to the infringement by the OTS RT3000 Technology (in whole or in part) of any Intellectual Property of such third party; and
  - 10.1.5 there has been no actual or threatened infringement by any third party of any of the Intellectual Property in the OTS RT3000 Technology; and
  - 10.1.6 any and all moral rights (whether past, present or future) conferred on any individual creator of the Intellectual Property in the OTS RT3000 Technology or any part thereof have been or are hereby irrevocably and unconditionally waived.
- 10.2 CodaOctopus shall, for the duration of this Agreement, maintain comprehensive public liability and product liability insurance with a reputable and established insurance company for such amount as may from time to time be agreed between the parties.
- 10.3 Each of the parties warrants to the other that it has full power to enter into and perform this Agreement and that this Agreement constitutes binding obligations on it in accordance with its terms.

**11. INDEMNITIES**

- 11.1 OTS shall indemnify and keep indemnified in full on demand CodaOctopus from and against any and all claims, liabilities, loss, demands, damages, costs (including legal costs) and expenses made against, suffered or incurred by CodaOctopus arising out of or in connection with any breach of the provisions of this Agreement by OTS including third parties claims for breach of intellectual property rights in respect of the OTS RT3000 Technology.
- 11.2 Without prejudice to Clause 11.1, OTS shall provide at its own cost and expense all such assistance to CodaOctopus as CodaOctopus may reasonably request to enable CodaOctopus to resist any action, claim or proceedings brought against CodaOctopus as a result of any breach of the warranties set out in Clause 10 and other provisions of this Agreement by OTS.
- 11.3 CodaOctopus shall indemnify and keep indemnified in full on demand, within the limits of the insurance specified in Clause 10.2, OTS from and against any and all claims, liabilities, loss, demands, damages, costs (including legal costs) and expenses made against, suffered or incurred by OTS arising out of any defect in any Product (except to the extent that any such defect is caused by OTS or subsisted in any component part supplied to CodaOctopus by or on behalf of OTS).
- 11.4 Without prejudice to Clause 11.3, CodaOctopus shall provide at its own cost and expense all such assistance to OTS as OTS may reasonably request to enable OTS to resist any action, claim or proceedings brought against OTS as a result of any breach of the warranties set out in Clause 10 and other provisions of this Agreement by CodaOctopus.
- 11.5 Each party agrees that if it is notified by any third party of any claim or potential claim arising as a result of or in connection with the OTS RT3000 Technology or CodaOctopus' use development and/or commercial exploitation of the OTS RT3000 Technology, it shall:
  - 11.5.1 forthwith inform the other party of such claim or potential claim;

- 11.5.2 take all reasonable steps to prevent judgement by fault or by default being granted in favour of that third party and take all reasonable steps to mitigate any loss suffered;
- 11.5.3 ensure that the other party is given the right to conduct proper consultations with the third party in relation to the claim or potential claim; and
- 11.5.4 if appropriate, allow the other party to join in the defence (including, but not limited to, settlement litigation or appeal) of any such claim.
- 11.5.5 If reasonably requested by either party the defence to any such claim will be jointly conducted by OTS and CodaOctopus.

**12. TERMINATION**

- 12.1 This Agreement may be terminated as follows: -
  - 12.1.1 by either party forthwith by giving written notice to the other in the event of the liquidation of the other party or the other party ceasing or threatening to cease trading; or
  - 12.1.2 by either party forthwith by giving written notice to the other party if the other party commits a material breach of any of the terms of this Agreement and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after being given a written notice containing full particulars of the breach and requiring it to be remedied; or
  - 12.1.3 by either party to the other on giving twelve (12) months' notice in writing to the other party after the Minimum Term
- 12.2 For the purposes of this Clause 12, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to time of performance (provided always that time of performance is not of the essence).
- 12.3 If this Agreement is terminated by either party for whatever reason under Clause 12.1:
  - 12.3.1 OTS shall within thirty (30) days of the date of termination invoice CodaOctopus in respect of all payments due by CodaOctopus to OTS under this Agreement and any non-cancellable costs and commitments relating to the OTS RT3000 Technology or support thereof which OTS has incurred or entered into as at the date of termination of this Agreement. CodaOctopus shall pay any such invoice on Normal Business Terms (30 days).
  - 12.3.2 CodaOctopus shall within thirty (30) days of the date of termination return to OTS all Documentation and any component parts supplied free issue to CodaOctopus by OTS then being in its possession or control.
- 12.4 Termination or expiry of this Agreement shall not affect the rights of either party against the other party in respect of the period up to and including the date of termination or expiry.
- 12.5 The terms of this Agreement which are expressed or intended to continue following its expiry or termination, including but not limited to Clauses 1, 4, 9, 10, 11 and 12 shall continue in full force and effect regardless of the expiry or termination of this Agreement.



**13. FORCE MAJEURE**

- 13.1 Any delays in or failure of performance by either party of its obligations under this Agreement shall not be considered a breach of this Agreement if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of that party including, but not limited to acts of God, acts, regulations and laws of any government, strikes or other concerted acts of workers, fire, floods, explosions, riots, wars, rebellion, and sabotage, and any time for performance under this Agreement shall be extended by the actual time of delay caused by any such occurrence.
- 13.2 If either party is prevented from carrying out its obligations under this Agreement for a continuous period of six (6) months either party may terminate this Agreement on giving to the other party one (1) month's written notice. The terms of Clause 12.3 shall apply to termination of this Agreement under this Clause.

**14. NOTICES**

- 14.1 Any notice required to be given under this Agreement shall be served personally or by first class recorded delivery post addressed to the relevant party as specified in Clauses 14.2 and 14.3. Any notice so given shall be deemed to have been duly served if personally delivered, on the day of delivery or if posted, forty eight (48) hours after posting and in proving posting it shall be sufficient to produce a copy of the notice properly addressed with the relevant post office receipt for despatch by first class recorded delivery.
- 14.2 Notices to CodaOctopus shall be addressed to:
- Paul Baxter  
CodaOctopus Limited  
Suite III Business Centre  
Castle Farm, Deddington, OX15 0TP
- 14.3 Notices to OTS shall be addressed to
- Brendan Watts  
Oxford Technical Solutions Limited  
77 Heyford Park  
Upper Heyford  
Bicester  
Oxford OX25 5HD

**15. GENERAL**

- 15.1 Subject to Clause 4.3, neither Party shall be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party except that CodaOctopus may distribute the OTS RT3000 based product line through other CodaOctopus Group companies.
- 15.2 Nothing contained in this Agreement shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. In the performance of this Agreement, the status of each party including its employees and agents shall be that of independent contractor and not of employee, agent or fiduciary of the other party. Neither party shall have, nor represent that it has, any authority to make any commitments on behalf of the other party.

- 15.3 No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy nor shall any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 15.4 This Agreement constitutes the entire understanding between the parties regarding the OTS RT3000 Technology and supersedes any prior arrangements, heads of agreement, understandings, promises or agreements made or existing between the parties in relation to the OTS RT3000 Technology. No addition, amendment, modification or waiver of any term of this Agreement shall be effective unless it is in writing and signed by or on behalf of both parties. Nothing herein shall exclude any liability for fraudulent misrepresentation.
- 15.5 If any term of this Agreement is or becomes invalid, or is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then current applicable law from time to time in effect during the period of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby provided that the parties' rights under this Agreement are not materially altered. It is further the parties' intention that in lieu of each such invalid, illegal or unenforceable term, there shall be substituted or added as part of this Agreement a valid, legal and enforceable term which in effect shall be as similar as possible to the effect of the original invalid, illegal or unenforceable term.

**16. RIGHTS OF THIRD PARTIES**

- 16.1 A person who is not a party to this Agreement has no right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise (except a successor or permitted assign (if any) of either of the parties).

**17. APPLICABLE LAW**

- 17.1 This Agreement shall be governed by and construed and interpreted in accordance with the Laws of England and the parties hereby prorogue the jurisdiction of the English Courts.

**Signed for and on behalf of Oxford  
Technical Solutions**

**Signed for and on behalf of  
CodaOctopus**

By .....

By .....

Name .....

Name .....

Title .....

Title .....

Date .....

Date .....

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AMENDMENT TO SECURITIES PURCHASE AGREEMENTS

by and between

CODAOCTOPUS GROUP, INC. and  
VISION OPPORTUNITY MASTER FUND, Ltd.

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Dated: March 21, 2007

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THIS AMENDMENT TO THE SECURITIES PURCHASE AGREEMENTS and various other agreements relating to same (together "Amendment"), is made and entered into as of March 21, 2007 (this "Amendment"), by and between CodaOctopus Group, Inc., a Delaware corporation (the "Company" or the "Seller"), Vision Opportunity Master Fund, Ltd., a Cayman Islands corporation ("Vision" or the "Purchaser"). Company and Vision shall be collectively referred to as "the Parties"

WHEREAS, the Company and Vision have entered into certain Securities Purchase Agreements dated June 2, 2006 and June 21, 2006, respectively, (the "Securities Purchase Agreements") upon the terms and conditions contained therein;

WHEREAS, the Company and Vision are desirous of modifying certain terms and conditions of the Securities Purchase Agreements and the Transaction Documents and, in particular, the terms dealing with Registration Rights; Antidilution, Preemptive Rights, Conversion Rights, Cashless Exercise provisions in Series A and B Warrants;

WHEREAS, ARTICLE 9.5 (Waiver and Amendment) of the Securities Purchase Agreements provide for the variation, modification, amendment and waiver to be effected in writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree to the modification and waivers set forth herein as follows:

## ARTICLE 1 DEFINITIONS

1.1 Definitions. The definitions and rules of interpretation in this Section apply in this Amendment.

"Certificate of Designation" shall mean the Certificate of Powers, Designations, Preferences and Rights of the Series B Convertible Preferred and which is set forth in Exhibit 3.

"Condition Precedent" shall mean the conditions set forth in Section 2 of this Amendment and which are preconditions to the obligation of Vision to enter into this Amendment.

"Investment Transaction" shall mean the transaction contemplated in the Term Sheet (Exhibit 1) for the sale and purchase of the Company's securities or any other financing transaction between the Company and investors introduced to the Company by TR Winston & Company.

"Purchase Agreement No. 1" shall mean the Securities Purchase Agreement between the Company and Vision dated June 2, 2006.

"Purchase Agreement No. 2" shall mean the Securities Purchase Agreement between the Company and Vision dated June 21, 2006.

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“Series A Warrants (“W-001”)” shall mean the Warrants for Series A Warrants to Purchase Common Stock issued by the Company on 2 June 2006;

“Series B Warrants (“W-002”)” shall mean the Warrants for Series B Warrants to Purchase Common Stock issued by the Company on 2 June 2006;

“Series A Warrants (“W-003”)” shall mean the Series A Warrants to Purchase Common Stock issued by the Company on 21 June 2006;

“Series B Warrants (“W-004”)” shall mean the Series A Warrants to Purchase Common Stock issued by the Company on 21 June 2006

“TR Winston” means TR Winston & Company, LLC.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Securities Purchase Agreements or the pertinent Transaction Document.

## ARTICLE 2: CONDITIONS PRECEDENT

2.1 Condition Precedent. Subject to, and conditional upon, definitive agreements being entered into between the Company and investors on or before the 6 month anniversary of the date of this Amendment in relation to the Investment Transaction, the Parties hereto agree to the amendments, waivers and other agreements set forth herein.

## ARTICLE 3: AMENDMENTS

3.1. Registration Rights. Subject to the Condition Precedent set forth in Section 2.1 being satisfied, the Parties hereby agree that the Registration Rights Agreement dated June 2, 2006 which form part of the Transaction Documents under Purchase Agreement No. 1 and the Registration Rights Agreement dated June 21, 2006 (which form part of the Transaction Documents under Purchase Agreement No. 2) are hereby terminated and all rights and obligations (contingent or otherwise) provided therein shall terminate and be treated as if the said Registration Rights Agreements are null and void from the date each of the said Agreements were entered into by and between the Parties.

3.2. Offering, Notice, Preemptive Rights, Exercise, Closing. Subject to the Condition Precedent being satisfied, the Parties hereby agree that Sections 8.5 of Purchase Agreement No. 1 and Purchase Agreement No. 2, respectively, are hereby amended and the provisions set forth in Sections 8.5 are deemed deleted in their entirety effective as of the date of this Amendment.

3.3 Series A Warrant (“W-001) and Series B Warrant (W-002), Series A Warrant (“W-003) and Series B Warrant.

3.3.1. Subject to the Condition Precedent set forth in Section 2.1 being satisfied and so long as the underlying securities in each of the said Warrants are registered the Parties hereto agree that no cashless exercise rights shall apply and Vision irrevocably waives its



cashless exercise rights set forth in Section 1(b) of each of the Series A Warrants ("W-001"), Series B Warrants ("W-002"), Series A Warrants ("W-003") and Series B Warrants ("W-004"), respectively, issued as part of the Transaction Documents and hereby agrees that effective as of the date of this Amendment, the said Sections 1(b) in each of the Warrants are deemed deleted in their entirety in the event that the underlying securities being registered.

3.3.2. Subject to the condition precedent set forth in Section 2.1 being satisfied set, Vision irrevocably undertakes and agrees to surrender or cause each of the original Warrants to be surrendered and the Company shall upon such surrender of the Warrants cause replacement Warrants to be issued. Each replacement Warrant shall be identical to the surrendered Warrants except that each re-issued Warrant shall not contain any cashless exercise rights and provisions.

#### ARTICLE 4: OTHER AGREEMENTS

4.1. Antidilution Adjustments under Series B Preferred Stock. Vision hereby agrees to irrevocably waive its rights under the Antidilution Adjustments provisions set forth in Section 7(d) of the Certificate of Designations, and by its signature hereto, hereby provides written notice under Section 7 of the Certificate of Designation that no adjustment under Section 7(d) shall apply in any circumstances to the Series B Preferred Stock.

4.2. Undertaking to Convert Series B Preferred Stock. Vision hereby irrevocably agrees and undertakes that upon execution of the Amendment but no later than 2 days prior to the closing of the Investment Transaction all Series B Preferred Stock of the Company held by it (other than shares of Series B Preferred Stock subject to a definitive sale agreement between Vision and an investor introduced to Vision by TR Winston) shall be converted to Common Stock at a conversion price of \$1.00.

4.3. Lock-Up. Contemporaneous with the execution and delivery of this Amendment, Vision shall execute and deliver the Company a Lock-Up Agreement in substantially the same form attached hereto as Exhibit 2 hereto, which Lock-Up Agreement shall be effective contemporaneous with the consummation of the Investment Transaction.

4.4. Release of Claims. Vision hereby acknowledges, approves of and consents to the Investment Transaction and further acknowledges that the consummation of the Investment Transaction will not give rise to a termination or default under any agreement between it and the Company. Further, Vision acknowledges that no default or breach under any agreement between it and the Company has previously occurred, and to the extent that any such breach or default has occurred, Vision hereby irrevocably waives any such breach, default, claim against the Company. In addition, Vision hereby releases the Company, its affiliates, officers, employees, directors, agents and attorneys (collectively, the "*Releasees*") from any and all claims, demands, liabilities, responsibilities, disputes, causes of action (whether at law or equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, matured or unmatured, fixed or contingent (collectively, "*Claims*") that Vision may have against the Releasees which arise from or relate to any actions, or inactions which the Releasees may have taken prior to the date hereof with respect any Transaction Document or other agreement between Vision and the Company.

ARTICLE 5: MISCELLANEOUS

5.1. Binding Effect. Each Party undertake that they are authorized to enter into this Amendment contained herein and when executed will be legally binding on each of the Parties hereto.

5.2. Incorporation by Reference. The provisions set forth in Sections 9.4 (Successors and Assigns; Third Party Beneficiaries), 9.8 (Governing Law), 9.9 (Severability) of Securities Purchase Agreements shall be deemed incorporated by reference herein and shall be read and construed as separately and directly applicable to this Amendment.

5.3. Further Assurances. Each of the Parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Amendment.

5.4. All other terms and conditions of the Securities Purchase Agreement and the Transaction Documents shall remain unaltered.

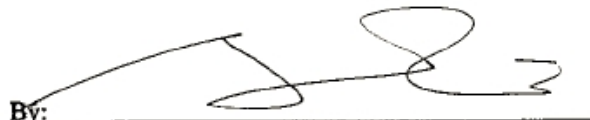
5.5 Vision acknowledges that the execution, delivery and performance of this Amendment is a material inducement for TR Winston and investors introduced to the Company by TR Winston to complete the transactions contemplated by the Investment Transaction and that TR Winston and any such investor (which shall be a third party beneficiary of this Letter Agreement) and the Company shall be entitled to specific performance of the undersigned's obligations hereunder. Vision hereby represents that the undersigned has the power and authority to execute, deliver and perform this Amendment that it has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Investment Transaction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this ~~Securities Purchase Agreement~~ on the date first written above.

Amendment.

CODAOCTOPUS GROUP, INC.

By:   
Name: Jason Reid  
Title: President

VISION OPPORTUNITY MASTER FUND, Ltd.

By:   
Name: ADAM BENOWITZ  
Title: PORTFOLIO MGR

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## LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is dated as of March 21, 2007 by and between Coda Octopus Group, Inc., a Delaware corporation (the "Company"), and Vision Opportunity Master Fund, Ltd., a Cayman islands corporation ("Vision").

WHEREAS, Vision being cognizant of certain investment opportunities for the Company which will secure the rapid expansion of the Company and which, if realized, will substantially enhance the value of Vision's investment in the Company; and

WHEREAS, Vision taking a view of its medium to long term investment in the Company considers it to be commercially in its own interest to limit its ability to sell any of its shares of the Company common stock and therefore has agreed not to sell, transfer, dispose of or encumber any shares of the Company's common stock, \$0.001 par value per share (the "Common Stock") that Vision presently owns or may acquire after the date hereof, except in accordance with the terms and conditions set forth herein. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows

1. Restriction on Transfer; Term. Vision hereby agrees with the Company that they will not offer, sell, contract to sell, assign, transfer, hypothecate, pledge or grant a security interest in, or otherwise dispose of, hedge, short or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of (whether by actual disposition or effective economic disposition due to cash settlement or otherwise by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company) (a "transfer"), directly or indirectly, any Common Stock from the date hereof until 12 months from the date of this Agreement (the "Lock-Up Period").

2. Permitted Transfer Notwithstanding the Restriction on Transfer set forth in Section 1 hereof, during any 90 consecutive day period of the Lock-Up Period, Vision may transfer in the aggregate during any such 90 consecutive day period a maximum of 0.5% of the total of the issued and outstanding common stock ("Permitted Transfer") of the Company at the time of the proposed Permitted Transfer.

3. Ownership. During the Lock-Up Period, Vision shall retain all rights of ownership in the Common Stock, including, without limitation, voting rights and the right to receive any dividends, if any, that may be declared in respect thereof.

4. Company and Transfer Agent. The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent. The Company and its transfer agent are hereby authorized to decline to make any transfer of the Common Stock if such transfer would constitute a violation or breach of this Agreement and the Purchase Agreement.

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5. Notices. All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the business day of such delivery (as evidenced by the receipt of the personal delivery service), (ii) if mailed certified or registered mail return receipt requested, four (4) business days after being mailed, (iii) if delivered by overnight courier (with all charges having been prepaid), on the business day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing), or (iv) if delivered by facsimile transmission, on the business day of such delivery if sent by 6:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding business day (as evidenced by the printed confirmation of delivery generated by the sending party's telecopier machine). If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 5), or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second business day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the following addresses or facsimile numbers as applicable.

If to the Company:

CodaOctopus Group, Inc.  
164 West, 25<sup>th</sup> Street  
New York, NY 10001  
Telecopy: 1 212 924 3447  
Attention: Jason Reid

if to Vision:

c/o Vision Capital Advisors, LLC  
20 W 55<sup>th</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10017  
Telecopy: (212) 867-1416  
Attention: Adam Benowitz

or to such other address as any party may specify by notice given to the other party in accordance with this Section 5.

6. Amendment. This Agreement may not be modified, amended, altered or supplemented, except by a written agreement executed by each of the parties hereto.

7. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior and/or

contemporaneous understandings and agreements of any kind and nature (whether written or oral) among the parties with respect to such subject matter, all of which are merged herein.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in that state, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. This Agreement shall be construed and interpreted without regard to any presumption against the party causing this Agreement to be drafted.

9. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY AND THE FEDERAL DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY OBJECTION TO VENUE IN NEW YORK COUNTY OR SUCH DISTRICT, AND AGREES THAT SERVICE OF ANY SUMMONS, COMPLAINT, NOTICE OR OTHER PROCESS RELATING TO SUCH SUIT, ACTION OR OTHER PROCEEDING MAY BE EFFECTED IN THE MANNER PROVIDED IN SECTION 5.

10. Severability. The parties agree that if any provision of this Agreement be held to be invalid, illegal or unenforceable in any jurisdiction, that holding shall be effective only to the extent of such invalidity, illegality or unenforceability without invalidating or rendering illegal or unenforceable the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is the intent of the parties that this Agreement be fully enforced to the fullest extent permitted by applicable law.

11. Binding Effect: Assignment. This Agreement and the rights and obligations hereunder may not be assigned by any party hereto without the prior written consent of the other parties hereby. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Headings. The section headings contained in this Agreement (including, without limitation, section headings and headings in the exhibits and schedules) are inserted for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement. Any reference to the masculine, feminine, or neuter gender shall be a reference to such other gender as is appropriate. References to the singular shall include the plural and vice versa.

13. Counterparts. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document. This Agreement shall become effective when one or more counterparts, taken together, shall have been executed and delivered by all of the parties.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above herein.

CODAOCTOPUS GROUP, INC.

By:   
Name: JASON REIO  
Title: PRESIDENT & CEO.

VISION OPPORTUNITY MASTER FUND, LTD.

  
Name: ADAM BENOWITZ  
Title: PORTFOLIO MGR

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March 21, 2007

## Letter of Understanding ("LOU")

Mr. Adam Benowitz  
Vision Opportunity Master Fund  
20 W 55<sup>th</sup> Street, 5th Floor,  
New York NY 10019

Dear Mr. Benowitz,

### Redemption/Repurchase of between 0 and 20,000 Series B Preferred Stock or equivalent common stock

The Company by virtue of its constitution and the General Corporation Law of Delaware is authorized to redeem or purchase any of its own shares of any class and make a payment in respect of such redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares within such limits as may be approved by the Board of Directors of the Company and the General Corporation Law of Delaware.

The Company, therefore, has the power to redeem/repurchase its own shares subject to compliance with its byelaws and other applicable laws.

Now, therefore, the Company undertakes to redeem/repurchase between 0 and 20,000 Series B Preferred Stock or equivalent common stock within 2 months of the consummation of the Investment Transaction (as is defined in the Amendment of even date). This is subject to the following conditions:

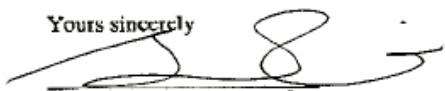
- (I) The Investment Transaction being consummated and the definitive agreements for the said Investment Transaction expressly containing permissive use of proceeds provisions.
- (II) If in the Investment Transaction the Company raises between 0 and \$10,000,000, no shares will be redeemed or repurchased;
- (III) If in the Investment Transaction the Company raises between \$10,000,000 and \$12,000,000, these amounts will be used by the Company to redeem/repurchase the shares.

The redemption/repurchase price will be at \$110 for each share.

Vision by signing the Acknowledgement hereunder hereby consents that the Redemption provisions set forth in Section 5 ("Redemption") of the Certificate of Power, Designations, Preferences and Rights of the Series B Convertible Preferred Stock being deleted in their entirety.

With the intention of being bound by this Vision signs the acknowledgement set forth below.

Yours sincerely

  
Signed by Jason Reid  
Name  
Title PRESIDENT & CEO

**Coda Octopus Group, Inc**  
184 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10001, USA  
t: +1 212 924 3442 f: +1 212 924 3447 e: [info@codaoctopus.com](mailto:info@codaoctopus.com) w: [www.codaoctopus.com](http://www.codaoctopus.com)  
Offices also at: St Petersburg, Florida, USA; Washington, DC, USA; Edinburgh, Scotland, UK; Weymouth, Dorset, UK; Bergen, Norway

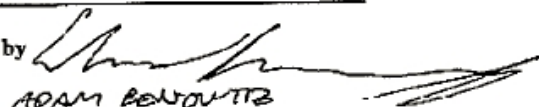
# CodaOctopus GROUP

## Acknowledgement by Vision of Coda Octopus's LOU dated March 19, 2007

Vision Opportunity Master Fund, having its corporate offices at 20 West 25<sup>th</sup> Street, New York NY 10019 hereby acknowledges and agrees to the terms of the LOU.

Signed by

Name



Title

PORTFOLIO MGR

For and on behalf Vision Opportunity Master Fund

Date

3-20-07

**Dated april 10, 2007**

-----

**securities repurchase agreement**

between

**CODA OCTOPUS GROUP INC**

and

**VISION OPPORTUNITY MASTER FUND**

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**THIS AGREEMENT** is dated April 10, 2007

**Parties**

- (1) Coda Octopus Group, Inc., of 164 West 25<sup>th</sup> Street, New York, incorporated under the laws of the State of Delaware ("Company" or "Coda").
- (2) Vision Opportunity Master Fund, a Cayman Islands corporation ("Vision Master Fund" or the "Shareholder").

**Background**

- (A) Vision Opportunity Master Fund is the registered holder of 20,000 Series B Preferred Stock of in the Company.
- (B) The Parties pursuant to an understanding signed on March 21, 2007 have agreed that the interests of the Company and its stockholders are better served by the repurchase of the Preferred Stock from Vision Master Fund in whole or in part by the Company out of the proceeds of the T. R. Winston raise (as is defined in Amendment to Securities Purchase Agreements dated March 21, 2007).
- (C) The Company's Certificate of Incorporation permits it to repurchase stock subject to authorization by the board of directors of the Company (the "Board"). The Board approved the entering of the T. R. Winston Transaction (and obligations undertaken pursuant to same). Exhibit 1 sets forth the Board Approval.
- (D) It is proposed that the Company shall repurchase the Preferred Stock from Vision Master Fund on the terms of this Agreement.

**Agreed terms**

**1. Interpretation**

The definitions in the background provision of this agreement shall apply to this Agreement.

- 1.1 Preferred Stock shall mean 18,181 shares of Series B Convertible Preferred Stock (the "Series B Preferred Stock") purchased by Vision Master Fund from the Company pursuant to Securities Purchase Agreement June 2, 2006 and June 21, 2006.

## **2. Sale and purchase of shares**

- 2.1 Vision Master Fund with full title guarantee agrees to sell, or procure the sale of 18,181 the Series B Preferred Stock for a consideration of \$110 per Share and the Company agrees to purchase the same and to pay such consideration to Vision Master Fund.
- 2.2 The Seller warrants that it has not created any liens, charges or other encumbrances over or in respect of the Series B Preferred Stock.
- 2.3 Completion of the sale and purchase of the Series B Preferred Stock shall take place immediately on execution of this Agreement at the offices of the Company, when Vision Master Fund shall deliver the share certificates to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Series B Preferred Stock by payment of the sum of \$1,999,910. to the Seller by way of telegraphic transfer for same day value to Vision Master Fund Account set forth immediately below:

Bank:	JP Morgan Chase 1 Chase Manhattan Plaza New York NY 10081
ABA #:	021-000-021
A/C Name:	Goldman Sachs Execution & Clearing, L.P.
A/C #:	066-005442
	For credit to Carlin Equities Corporation
A/C Name:	Vision Opportunity Master Fund
A/C #:	4WPH-1209

## **3. Further assurance**

- 3.1. Vision Master Fund agrees that, on being requested in writing by the Company to do so, it shall, at Vision Master Fund's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary in order to give effect to the terms of this agreement.
- 3.2. Vision Master Fund in accordance with Section 7 of the Certificate of Designations **hereby** serve notice of conversion of all remaining Preferred Stock held by Vision Master Fund after the repurchase of the Series B Preferred Stock by the Company and being 1,819 shares of Preferred Stock into the Company's shares of Common Stock and concurrent with the execution of this Agreement, Vision hereby surrenders all certificates representing its Series B Preferred Stock holdings of which 18,181 shall be the subject of repurchase by the Company and 1,819 shall be the subject of conversion into the Company's Common Stock.

- 3.3. Following the execution of this Agreement and satisfaction of the closing conditions, Vision acknowledges that all rights with respect to the shares of Series B Preferred Stock so repurchased and/or converted shall terminate, except only (i) its rights to receive certificates for 181,900 shares of Common Stock of the Company into which the 1,819 shares of Series B Preferred Stock have been converted; and (ii) to exercise the rights to which they are entitled as holders of Common Stock to the extent that such rights are not affected by the Lock-Up Agreement entered into between Vision Master Fund and the Company on March 21, 2007.

**4. Governing law and jurisdiction**

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.**

**5. Entire agreement**

- 5.1 This Agreement constitutes the entire and only legally binding agreement between the Parties relating to its subject matter and no variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation.

**6. Agreement survives completion**

This Agreement shall remain in effect despite its completion.

**7. Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Securities Repurchase Agreement on the date first written above.

CODAOCTOPUS GROUP, INC.

By:

\_\_\_\_\_  
Name: Jason Reid  
Title: President

VISION OPPORTUNITY MASTER FUND, Ltd.

By:

\_\_\_\_\_  
Name: Adam Benowitz  
Title: Portfolio Manager

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of this 16th day of July, 2007 by Coda Octopus Group, Inc., a Delaware corporation (Coda Octopus Group, Inc. and its subsidiaries hereinafter referred to as "**Coda Octopus**" or "**the Company**"), with its principal place of business at 164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10001 and Mr. Jody Frank, residing at 232 Sagamore Road, Millburn, NJ 07041 (the "Executive") (collectively the "Parties").

WHEREAS, the Parties desire to enter into the Agreement to reflect the Executive's executive capacities in Coda Octopus' business and to provide for Coda Octopus's employment of the Executive; and

WHEREAS, the Parties wish to set forth the terms and conditions of that employment;

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### 1. **Term of Appointment**

The Company shall employ the Executive and the Executive shall serve the Company on the terms of this Agreement ("**Appointment**"). The Appointment shall commence on July 16, 2007 and, subject to the remaining terms of this Agreement, shall be for an initial fixed term of 24 months expiring on July 15 2009 ("**Initial Fixed Term**") and shall continue thereafter unless or until terminated by either Party giving the other not less than 3 months notice in writing prior to the expiry of the Initial Fixed Term or any subsequent period of employment after the Initial Fixed Term.

### 2. **Title and Duties**

The Executive shall serve the Company as Chief Financial Officer. The broad terms of the role description for the Appointment are set forth in Appendix A hereto. Notwithstanding any matter contained in Appendix A, the Executive shall perform all duties as are consistent with this office and such other duties that the Company may reasonably assign to him from time to time.

### 3. **Extent of Services**

During the Appointment, the Executive shall not engage in the management of any business activities during the Employment Period except those which are for the sole benefit of the Company and to devote his entire business time, attention, skill and effort to the performance of his duties under this Agreement. Notwithstanding the foregoing, the Executive may to the extent that it does not impair or otherwise adversely affect the Executive's performance of his duties to Coda Octopus, (i) make and manage personal investments in accordance with the Company's Personal Securities Account Information Sheet in place at the time and (ii) with the prior approval of Coda Octopus, engage in charitable, professional and civic activities and serve on the boards of directors of corporations other than Coda Octopus to the extent this does not constitute a competitor of the Company and provided, however, that no such approval shall be necessary for the Executive's continued engagement in such charitable, professional and civic activities in which he was engaged and service on any board of directors on which he was serving, on the date of this Agreement, all of which have been previously disclosed to Coda Octopus in writing but, provided further, that in no event shall the Executive be permitted to serve on the board of directors of any other entity that owns, operates, acquires, sells, develops and/or manages any companies which is involved in the business activities in which the Company is engaged including, but not limited to, the production, sale and supply of underwater security products and services; the production, sale and supply of wireless surveillance products and services and the production, sale and supply of bespoke engineering solutions and services for the defense and security markets.



#### 4. Compensation and Benefits

As remuneration for the services provided, the following shall apply:

- (a) Salary. The Company shall pay the Executive a gross base annual salary ("Base Salary") of \$350,000 per annum in cash. The Executive's Base Salary shall accrue evenly from day to day and be payable monthly in arrears on or about the 30<sup>th</sup> day of each month directly into the Executive's bank account nominated by the Executive less such deductions as the Company may be required by law to withhold or reasonably requested by the Executive. The Base Salary of the Executive shall, where no notice of termination has been served in accordance with this Agreement, shall be reviewed by the Compensation Committee of the Company annually. The first such review to take place on 30 June 2008. The Company is under no obligation to award an increase following a salary review. The Company may deduct from the salary, or any other sums owed to the Executive, any money owed to the Company by the Executive
- (b) Incentive Compensation. Commencing with calendar year 2008, the Executive shall be entitled to receive annual cash and/or stock incentive bonus (the "Incentive Bonus") for each Coda Octopus financial year during the Appointment based on the level of accomplishment of management and performance objectives as established by the Compensation Committee.
- (c) Paid Time Off and Other Benefits. The Executive shall be entitled to paid time off for a minimum of 30 business days each calendar year, which shall be accrued ratably during the calendar year, as well as holiday pay in accordance with the Company's policies in effect from time to time as set forth in its employment handbook as the same may be modified from time to time. The Executive shall also be eligible to participate in such life, health, and disability insurance, pension, deferred compensation and incentive plans, options and awards, performance bonuses and other benefits as the Company extends, as a matter of policy, to its executive employees including any 401(k). During the Employment Period, if the Executive elects to participate in the Company's 401(k) plan, the Company shall match any contribution made by the Executive by up to ten (10) per-cent per annum of the Executive's Base Salary.
- (d) Reimbursement of Business Expenses. The Company shall reimburse the Executive for all reasonable travel and other business expenses incurred or paid by the Executive in connection with the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Executive of documentation, expense statements, vouchers, and/or such other supporting information as Coda Octopus may reasonably request. Notwithstanding the foregoing, it is the Executive's responsibility to ensure that any business expenses incurred by him and for which he seeks reimbursement from the Company accord with Company's policies and practices (as may be modified from time to time) and the Company shall only be obliged to reimburse such expenses to the extent that they are consistent with its policies and practices relating to business expenses.

- (e) Restricted Stock Grant. Provided that neither the Executive nor the Company has prior thereto given notice terminating this Agreement, the Executive shall as of the date hereof be entitled to an annual Restricted Stock Grant of \$50,000 shares of common stock of Coda Octopus Group, Inc. This shall be distributed quarterly. The number of common stock to be issued in each quarter shall be based on \$12,500 worth of common stock calculated each quarter and shall be the average closing price for each trading day in that quarter. Certificates representing said shares will bear a restrictive legend stating that sale or other transfer of the shares be made only pursuant to an effective registration statement filed with the Securities and Exchange Commission or an exemption from such registration.
- (f) Car Allowance. The Company shall reimburse the Executive \$5,000 per annum in lieu of specific reimbursement expenses for use of a personal vehicle or the provision of a vehicle.
- (g) D&O Insurance Coverage. Subject to the terms of the Company's directors and officers liability insurance policy, during and for a period of a maximum of three years after termination, the Executive shall be entitled to director and officer insurance coverage for his acts and omissions while an officer of Coda Octopus on a basis no less favorable to him than the coverage provided to current officers and directors.

5. **Termination**

- (a) Termination by Coda Octopus. During the Initial Fixed Term Coda Octopus may only terminate this Employment Agreement for Cause. For purposes of this Agreement, "**Cause**" for termination shall mean a determination by Coda Octopus in good faith that any of the following events have occurred: (i) the conviction or indictment of the Executive of, or the entry of a plea of guilty or nolo contendere by the Executive to, any felony; (ii) fraud, misappropriation or embezzlement by the Executive; (iii) any act or omission of the Executive that has a demonstrated and material adverse impact on Coda Octopus's reputation for honesty and fair dealing; (v) the breach by the Executive of his duties under this Agreement or any material term of this Agreement; or (iv) a material violation by the Executive of Coda Octopus's employment policies which continues for more than 15 days following written notice of such violation from Coda Octopus.
- (b) Termination by the Executive without Good Reason. During the Initial Fixed Term the Executive may not terminate this Agreement without Good Reason. After the expiry of the Initial Fixed Term and subject to the continuation of this Employment Agreement, the Executive may at any time without Good Reason, upon giving Coda Octopus 90 days' written notice, terminate his employment with the Company. At Coda Octopus' sole discretion, it may substitute 90 days' salary in lieu of notice. Any salary paid to the Executive in lieu of notice shall not be offset against any entitlement the Executive may have to the Severance Payment pursuant to Section 6(b).

- (c) Termination by Executive for Good Reason. During the Initial Fixed Term, the Executive may terminate his employment under this Agreement at any time for Good Reason, upon written notice by the Executive to Coda Octopus. For purposes of this Agreement, "Good Reason" for termination shall mean that the Executive has complied with the "Good Reason Process" (hereafter defined) following the occurrence of one of the following events, without the Executive's consent: (i) the assignment to the Executive of substantial duties or responsibilities inconsistent with the Executive's position at Coda Octopus, or any other action by Coda Octopus which results in a substantial diminution or other substantive adverse change in the Executive's duties or responsibilities, including, but not limited to, a substantial diminution in the Executive's title as set forth in Section 2 hereof; (ii) a requirement that the Executive work principally from a location outside the 50 mile radius from Coda Octopus's address first written above, without prior agreement with the Executive; (iii) Coda Octopus's failure to pay the Executive any Base Salary or other compensation to which he becomes entitled, other than an inadvertent failure which is remedied by Coda Octopus within 30 days after receipt of written notice thereof from the Executive (or ten days for failure to pay Base Salary); (iv) Coda Octopus's failure to honor the equity award granted pursuant to Section 4(e), if applicable; (v) any reduction in the Executive's aggregate Base Salary and any involuntary reduction in the Executive's other compensation taken as a whole, excluding any reductions caused by the failure to achieve performance targets; or (vi) Coda Octopus's material breach of any of its other material obligations under this Agreement. "Good Reason Process" shall mean that (i) Executive reasonably determines in good faith that a "Good Reason" event has occurred; (ii) Executive notifies Coda Octopus in writing of the occurrence of the Good Reason event; (iii) Executive cooperates in good faith with Coda Octopus's efforts, for a period not less than 30 days following such notice, to modify the Executive's employment situation in a manner acceptable to the Executive and Coda Octopus; and (iv) notwithstanding such efforts, one or more of the Good Reason events continues to exist and has not been modified in a manner acceptable to the Executive. If Coda Octopus cures the Good Reason event in a manner acceptable to the Executive during the 30 day period, Good Reason shall be deemed not to have occurred.
- (d) Executive's Death or Disability. The Executive's employment shall terminate immediately upon his death or, upon written notice as set forth below, his Disability. As used in this Agreement, "Disability" shall mean such physical or mental impairment as would render the Executive eligible to receive benefits under the long-term disability insurance policy or plan then made available by Coda Octopus to the Executive. If the Employment Period is terminated by reason of the Executive's Disability, either party shall give 30 days' advance written notice to that effect to the other.
- (e) Date of Termination. "Date of Termination" shall mean: (A) if Executive's employment is terminated by his death, the date of his death; (B) if Executive's employment is terminated on account of disability under Section 5(d), 90 days after the date on which a notice of termination is given; (C) if Executive's employment is terminated by Coda Octopus for Cause under Section 5(a), the date on which notice of termination is given; (D) if Executive's employment is terminated under Section 5(b), 90 days after the date on which a notice of termination is given; and (E) if Executive's employment is terminated by Executive under Section 5(c), 30 days after the date on which a notice of Good Reason is given.

**6. Effect of Termination**

- (a) General. Regardless of the reason for any termination of this Agreement, the Executive (or the Executive's estate if the Employment Period ends on account of the Executive's death) shall be entitled to: (i) any unpaid portion of his Base Salary through the Date of Termination unless otherwise stated below; (ii) reimbursement for any outstanding reasonable expense he has incurred hereunder; (iii) continued insurance benefits to the extent required by law; (iv) payment of any vested but unpaid rights as required independent of this Agreement by the terms of any bonus or other incentive pay or stock plan, or any other employee benefit plan or program of Coda Octopus; and (v) except in the case of "Termination by Coda Octopus for Cause," any bonus or incentive compensation that was approved but not paid. The amount payable under this Section 6(a) shall be paid to the Executive or the Executive's estate (in the event of the Executive's death) in a single lump sum no later than 30 days after the Date of Termination.
- (b) Termination by Coda Octopus for Cause or by Executive without Good Reason. If Coda Octopus terminates the Executive's employment for Cause during the Appointment or the Executive terminates his employment without Good Reason, the Executive shall have no rights or claims against Coda Octopus except to receive the payments and benefits described in Section 6(a). Coda Octopus shall have no further obligations to Executive except as otherwise expressly provided under this Agreement, provided any such termination shall not adversely affect or alter Executive's rights under any employee benefit plan of Coda Octopus in which Executive, at the Date of Termination, has a vested interest, unless otherwise provided in such employee benefit plan or any agreement or other instrument attendant thereto. In addition, all vested but unexercised stock options held by Executive as of the Date of Termination must be exercised by Executive within three months following the Date of Termination or by the end of the option term, if earlier. All other stock-based grants and awards held by Executive shall vest or be canceled upon the Date of Termination in accordance with their terms.
- (c) Termination by Coda Octopus without Cause or by Executive for Good Reason. Except as provided in Section 6(d), if Coda Octopus terminates the Executive's employment without Cause after the expiry Initial Fixed Term and during any subsequent period of Employment, or the Executive terminates his employment for Good Reason pursuant to Section 5(c), the Executive shall be entitled to receive, in addition to the items referenced in Section 6(a), the following:
- (i) a lump sum payment equal to one times the sum of (x) the Executive's then current Base Salary and (y) the greater of (A) the average of the Executive's bonuses (taking into account a payment of no bonus or a payment of a bonus of \$0) with respect to the preceding three fiscal years (or the period of the Executive's employment if shorter), (B) the Executive's bonus with respect to the preceding fiscal year and (C) in the event that such termination of employment occurs before the first anniversary of the Commencement Date, the Executive's annualized projected bonus for such year (the "Severance Payment"). The Severance Payment shall be paid to the Executive within 60 days following the Date of Termination;

- (ii) continued payment by Coda Octopus for life, health and disability insurance coverage and salary and other benefits for the Executive and the Executive's spouse and dependents for one year following the Date of Termination to the same extent that Coda Octopus paid for such coverage immediately prior to the termination of the Executive's employment and subject to the eligibility requirements and other terms and conditions of such insurance coverage, provided that if any such insurance coverage shall become unavailable during the one year period, Coda Octopus thereafter shall be obliged only to pay to the Executive an amount which, after reduction for income and employment taxes, is equal to the employer premiums for such insurance for the remainder of such severance period; and (iii) vesting as of the Date of Termination in any unvested portion of any stock option, restricted stock and any other long term incentive award previously issued to the Executive by Coda Octopus. Each such stock option must be exercised by the Executive within 180 days after the Date of Termination or the date of the remaining option term, if earlier.

None of the benefits described in this Section 6(c) will be payable unless the Executive has signed a general release which has become irrevocable, satisfactory to Coda Octopus in the reasonable exercise of its discretion, releasing Coda Octopus, its affiliates including Coda Octopus, and their officers, directors and employees, from any and all claims or potential claims arising from or related to the Executive's employment or termination of employment.

- (d) Termination Following Change in Control. If, (x) during the Employment Period and within 12 months following a Change in Control, Coda Octopus (or its successor) terminates the Executive's employment without Cause pursuant to Section 5(a) or the Executive terminates his employment for Good Reason pursuant to Section 5(c), or (y) the Executive, by notice given under this clause (y) of this Section 6(d) during the 90 day period commencing on the three-month anniversary of the date of the Change in Control (the "Notice Period"), terminates his employment for any reason, which termination shall be effective on the last day of the Notice Period, the Executive shall be entitled to receive, in addition to the items referenced in Section 6(a), the following:

- (i) the items referenced in Section 6(c); and

- (ii) Tax Gross-up Payment, as follows:

- (A) In the event that any payment made pursuant to Section 6(c) hereof or any insurance benefits, accelerated vesting, pro-rated bonus or other benefit payable to the Executive (under this Agreement or otherwise), (1) constitute "parachute payments" within the meaning of Section 280G (as it may be amended or replaced) of the Internal Revenue Code of 1986, as amended (the "Code") ("Parachute Payments") and (2) are subject to the excise tax imposed by Section 4999 (as it may be amended or replaced) of the Code ("the Excise Tax"), then Coda Octopus shall pay to the Executive an additional amount (the "Gross-Up Amount") such that the net benefits retained by the Executive after the deduction of the Excise Tax (including interest and penalties) and any federal, or local income and employment taxes (including interest and penalties) upon the Gross-Up Amount shall be equal to the benefits that would have been delivered hereunder had the Excise Tax not been applicable and the Gross-Up Amount not been paid.

- (B) For purposes of determining the Gross-Up Amount: (1) Parachute Payments provided under arrangements with the Executive other than under any bonus or other incentive pay or stock plan or program of Coda Octopus (collectively, the “Plan”) and this Agreement, if any, shall be taken into account in determining the total amount of Parachute Payments received by the Executive so that the amount of excess Parachute Payments that are attributable to provisions of the Plan and Agreement is maximized; and (2) the Executive shall be deemed to pay federal, state and local income taxes at the highest marginal rate of taxation for the Executive’s taxable year in which the Parachute Payments are includable in the Executive’s income for purposes of federal, state and local income taxation.
- (C) The determination of whether the Excise Tax is payable, the amount thereof, and the amount of any Gross-Up Amount shall be made in writing in good faith by a nationally recognized independent certified public accounting firm selected by Coda Octopus and approved by the Executive, such approval not to be unreasonably withheld (the “Accounting Firm”). If such determination is not finally accepted by the Internal Revenue Service (or state or local revenue authorities) on audit, then appropriate adjustments shall be computed based upon the amount of Excise Tax and any interest or penalties so determined; provided, however, that the Executive in no event shall owe Coda Octopus any interest on any portion of the Gross-Up Amount that is returned to Coda Octopus. For purposes of making the calculations required by this Section 6(d)(v), to the extent not otherwise specified herein, reasonable assumptions and approximations may be made with respect to applicable taxes and reasonable, good faith interpretations of the Code may be relied upon. Coda Octopus and the Executive shall furnish such information and documents as may be reasonably requested in connection with the performance of the calculations under this Section 6(d)(v). Coda Octopus shall bear all costs incurred in connection with the performance of the calculations contemplated by this Section 6(d)(v). Coda Octopus shall pay the Gross-Up Amount to the Executive no later than 60 days following receipt of the Accounting Firm’s determination of the Gross-Up Amount.
- (iii) None of the benefits described in this Section 6(d) will be payable unless the Executive has signed a general release which has become irrevocable, satisfactory to Coda Octopus in the reasonable exercise of its discretion, releasing Coda Octopus, its affiliates including Coda Octopus, and their officers, directors and employees, from any and all claims or potential claims arising from or related to the Executive’s employment or termination of employment.
- (iv) For the purposes of this Agreement, a “Change in Control” shall mean any of the following events:
  - (A) The ownership or acquisition (whether by a merger contemplated by Section 6(d)(vii)(B) below, or otherwise) by any Person (other than a Qualified Affiliate), in a single transaction or a series of related or unrelated transactions, of Beneficial Ownership of more than 50% of (1) Coda Octopus’s outstanding common stock (the “Common Stock”) or (2) the combined voting power of Coda Octopus’s outstanding securities entitled to vote generally in the election of directors (the “Outstanding Voting Securities”);

- (B) The merger or consolidation of Coda Octopus with or into any other Person other than a Qualified Affiliate, if, immediately following the effectiveness of such merger or consolidation, Persons who did not Beneficially Own Outstanding Voting Securities immediately before the effectiveness of such merger or consolidation directly or indirectly Beneficially Own more than 50% of the outstanding shares of voting stock of the surviving entity of such merger or consolidation (including for such purpose in both the numerator and denominator, shares of voting stock issuable upon the exercise of then outstanding rights (including conversion rights), options or warrants) ("Resulting Voting Securities"), provided that, for purposes of this Section 6(d)(vii)(B), if a Person who Beneficially Owned Outstanding Voting Securities immediately before the merger or consolidation Beneficially Owns a greater number of the Resulting Voting Securities immediately after the merger or consolidation than the number the Person received solely as a result of the merger or consolidation, such greater number will be treated as held by a Person who did not Beneficially Own Outstanding Voting Securities before the merger or consolidation, and provided further that such merger or consolidation would also constitute a Change in Control if it would satisfy the foregoing test if rights (including conversion rights), options and warrants were not included in the calculation;
- (C) Any one or a series of related sales or conveyances to any Person or Persons (including a liquidation or dissolution) other than any one or more Qualified Affiliates of all or substantially all of the assets of Coda Octopus;
- (D) Incumbent Directors cease, for any reason, to be a majority of the members of the Board of Directors, where an "Incumbent Director" is (1) an individual who is a member of the Board of Directors on the effective date of this Agreement or (2) any new director whose appointment by the Board of Directors or whose nomination for election by the stockholders was approved by a majority of the persons who were already Incumbent Directors at the time of such appointment, election or approval, other than any individual who assumes office initially as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors or as a result of an agreement to avoid or settle such a contest or solicitation; or
- (E) A Change in Control shall also be deemed to occur immediately before the completion of a tender offer for Coda Octopus's securities representing more than 50% of the Outstanding Voting Securities, other than a tender offer by a Qualified Affiliate.
- (F) For purposes of this Agreement, the following definitions shall apply: (a) "Beneficial Ownership," "Beneficially Owned" and "Beneficially Owns" shall have the meanings provided in Exchange Act Rule 13d-3; (b) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended; (c) "Person" shall mean any individual, entity, or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act), including any natural person, corporation, trust, association, company, partnership, joint venture, limited liability company, legal entity of any kind, government, or political subdivision, agency or instrumentality of a government, as well as two or more Persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of Coda Octopus's securities; and (d) "Qualified Affiliate" shall mean (i) any directly or indirectly wholly owned subsidiary of Coda Octopus; (ii) any employee benefit plan (or related trust) sponsored or maintained by Coda Octopus or by any entity controlled by Coda Octopus; or

- (v) any Person consisting in whole or in part of the Executive or one or more individuals who are then Coda Octopus's Chief Executive Officer or any other named executive officer (as defined in Item 402 of Regulation S-K under the Securities Act of 1933) of Coda Octopus as indicated in its most recent securities filing made before the date of the transaction.

(e) Termination In the Event of Death or Disability.

- (i) If the Executive's employment terminates because of his death, any unvested portion of any stock option and any restricted stock previously issued to the Executive by Coda Octopus shall become fully vested as of the date of his death and the Executive's estate or other legal representatives shall have 360 days from the Date of Termination or the remaining option term, if earlier, to exercise all stock options granted to the Executive. In addition, the Executive's estate shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his death occurs. For a period of one (1) year following the Date of Termination, Coda Octopus shall pay such health insurance premiums as may be necessary to allow Executive's spouse and dependents to receive health insurance coverage substantially similar to coverage they received prior to the Date of Termination. In addition to the foregoing, any payments to which Executive's spouse, beneficiaries, or estate may be entitled under any employee benefit plan shall also be paid in accordance with the terms of such plan or arrangement. Such payments, in the aggregate, shall fully discharge Coda Octopus's obligations hereunder.
- (ii) In the event the Executive's employment terminates due to his Disability, as defined in any long-term disability insurance policy or plan provided to him by Coda Octopus ("Disability Insurance"), he shall be entitled to receive his Base Salary until such date as he shall commence receiving disability benefits pursuant to any Disability Insurance. In addition, as of the effective date of the termination notice specified in Section 5(d), the Executive shall vest in any unvested portion of any stock option and any restricted shares previously granted to him by Coda Octopus and the Executive shall have 360 days from the Date of Termination or the remaining option term, if earlier, to exercise all stock options granted to the Executive. The Executive also shall be entitled to receive a pro-rata share of any performance bonus to which he otherwise would have been entitled for the fiscal year in which his employment terminates due to his Disability. For a period of one year following the Date of Termination, Coda Octopus shall pay such health insurance premiums as may be necessary to allow Executive and Executive's spouse and dependents to receive health insurance coverage substantially similar to coverage they received prior to the Date of Termination.



## 7. Confidentiality

- (a) Definition of Proprietary Information. The Executive acknowledges that he may be furnished or may otherwise receive or have access to confidential information which relates to Coda Octopus's past, present or future business activities, strategies, services or products, research and development, specifically all formulas, processes, computer code, customer lists, computer user identifiers and passwords, and all purchasing, engineering, accounting, marketing and other information, proprietary to Coda Octopus and not generally known, relating to research, development, manufacture, marketing and sale of Coda Octopus products, as well as formulas, computer code, processes and other information received by Coda Octopus from third parties under an obligation of secrecy.

All such information, including any materials or documents containing such information, shall be considered by Coda Octopus and the Executive as proprietary and confidential (the "Proprietary Information").

- (b) Definition of Inventions. Invention(s) means all formulas, processes, discoveries, improvements, ideas and works of authorship, whether patentable or copyrightable or not, which the Executive learns, has access to, has a part in developing, first conceives or first reduces to practice, alone or with others (1) that are developed on Coda Octopus time, or (2) that relate directly to Coda Octopus' business or actual or anticipated research, or (3) for which Coda Octopus' Proprietary Information or other Coda Octopus property is sued, or (4) that result from any of the Executive's work for Coda Octopus.

### Executive's Obligation With Regard to Inventions.

(A) All Inventions that the Executive may learn, have access to, have a part in developing, first conceive, or first reduce to practice (i) during employment with Coda Octopus, whether or not during normal work time or at Coda Octopus' premises, or (ii) at any time after employment termination if based on Confidential Information, are and shall remain the sole property of Coda Octopus in all countries, and shall be promptly disclosed to and are hereby assigned to Coda Octopus without charge to Coda Octopus. In the absence of clear and convincing proof to the contrary, all formulas, processes, inventions, ideas, and works of authorship conceived by the Executive within one year after termination of employment with Coda Octopus that directly relate to Coda Octopus business or demonstrably anticipated research or development will be considered to be Inventions to be disclosed to and owned by Coda Octopus.

(B) The Executive will acknowledge and deliver promptly without charge all documents to Coda Octopus, and to do such other acts as may be necessary in Coda Octopus' opinion to obtain and maintain patents or copyrights and to vest the entire right and title in Coda Octopus to such patents, copyrights and Inventions in all countries including, if required by Coda Octopus but not limited to, completion and signing of the Assignment exhibited as Appendix B to this Agreement. Failure on the part of Coda Octopus at any time to require the Executive to sell, assign, transfer and set over the entire right, title and interest in and to said Inventions shall not be deemed to be a waiver of its rights thereto.

(C) The obligations of this section shall not apply to any invention developed entirely on the Executive's own time without the use of any Coda Octopus equipment, supplies, facility or Proprietary Information and (i) which does not relate to Coda Octopus business, or to Coda Octopus' actual or demonstrably anticipated research or development or (ii) which does not result from any work performed by the Executive for Coda Octopus.

- (c) Exclusions. Notwithstanding the foregoing, Proprietary Information shall not include information in the public domain not as a result of a breach of any duty by the Executive or any other person.
- (d) Obligations. Both during and after the Employment Period, the Executive will preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to him before this Agreement and Inventions signed or afterward (except as required by applicable law or otherwise as necessary in connection with the performance of the Executive's duties to Coda Octopus hereunder). In addition, the Executive shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of Coda Octopus (or their affiliates) without a legitimate business need to know; (ii) remove the Proprietary Information from Coda Octopus's premises without a valid business purpose; or (iii) use the Proprietary Information for his own benefit or for the benefit of any third party.
- (e) Return of Proprietary Information. The Executive acknowledges that all the Proprietary Information and Inventions used or generated during the course of working for Coda Octopus is the property of Coda Octopus. The Executive will deliver to Coda Octopus all documents and other tangibles (including diskettes and other storage media) containing the Proprietary Information and Inventions at any time upon request by Coda Octopus during his employment and immediately upon termination of his employment. If requested by Coda Octopus, the Executive will enter into an Assignment of Intellectual Property.

8. **Noncompetition and Nonsolicitation**

- (a) Restriction on Competition. Throughout the Employment Period and for a further period of twelve (12) months thereafter (the "Restricted Period"), provided, however, that the Restricted Period shall only extend for six months following the expiration or termination of the Executive's employment if the Executive's employment is terminated following a Change in Control, the Executive will not engage, directly or indirectly, as an owner, director, trustee, manager, member, employee, consultant, partner, principal, agent, representative, stockholder, or in any other individual, corporate or representative capacity, in any of the following: (i) any subsea visualization company, or (ii) any company engaged in homeland security and defense; (iii) any company supplying wireless surveillance goods or services; or (iv) any company supplying engineering solutions to defense and security markets; or (v) any other business in which the Company is engaged or is actively planning to engage as of the date of the Executive's termination of employment. Notwithstanding the foregoing, the Executive shall not be deemed to have violated this Section 8(a) solely by reason of his passive ownership of 1% or less of the outstanding stock of any publicly traded corporation or other entity.

- (b) Non-Solicitation of Clients. During the Restricted Period, the Executive will not solicit, directly or indirectly, on his own behalf or on behalf of any other person(s), any client of the Company whom the Company had provided services at any time during the Executive's employment with the Company in any line of business that the Company conducts as of the date of the Executive's termination of employment or that the Company is actively soliciting, for the purpose of marketing or providing any service competitive with any service then offered by the Company.
- (c) Non-Solicitation of Employees. During the Restricted Period, the Executive will not, directly or indirectly, hire or attempt to hire or cause any business, other than a Qualified Affiliate, to hire any person who is then or was at any time during the preceding six months an employee of Coda Octopus and who is at the time of such hire or attempted hire, or was at the date of such employee's separation from Coda Octopus a vice president, senior vice president or executive vice president or other senior executive employee of Coda Octopus.
- (d) Acknowledgment. The Executive acknowledges that he will acquire much Proprietary Information concerning the past, present and future business of Coda Octopus as the result of his employment, as well as access to the relationships between Coda Octopus and Coda Octopus and their clients and employees. The Executive further acknowledges that the business of Coda Octopus is very competitive and that competition by him in that business during his employment, or after his employment terminates, would severely injure Coda Octopus. The Executive understands that the restrictions contained in this Section 8 are reasonable and are required for Coda Octopus's legitimate protection, and do not unduly limit his ability to earn a livelihood.
- (e) Rights and Remedies upon Breach. The Executive acknowledges that any breach by him of any of the provisions of Sections 7 and 8 (the "Restrictive Covenants") would result in irreparable injury and damage for which money damages would not provide an adequate remedy. Therefore, if the Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, Coda Octopus shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to Coda Octopus under law or in equity (including, without limitation, the recovery of damages):
- (i) The right and remedy to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court of competent jurisdiction, including, without limitation, the right to an entry against the Executive of restraining orders and injunctions (preliminary, mandatory, temporary and permanent) against violations, threatened or actual, and whether or not then continuing, of such covenants; and
  - (ii) The right and remedy to require the Executive to account for and pay over to Coda Octopus and its affiliates all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by him as the result of any transactions constituting a breach of the Restrictive Covenants, and the Executive shall account for and pay over such Benefits to Coda Octopus and, if applicable, its affected affiliates.

- (f) If any court or other decision-maker of competent jurisdiction determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the duration or geographical scope of such provision, then, after such determination has become final and non-appealable, the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. **Executive Representation**

The Executive represents and warrants to Coda Octopus that he is not now under any obligation of a contractual or other nature to any person, business or other entity which is inconsistent or in conflict with this Agreement or which would prevent him from performing his obligations under this Agreement.

10. **Enforcement and Indemnification**

- (a) Coda Octopus, in its sole discretion, may bring an action in any court of competent jurisdiction to seek injunctive relief and such other relief as Coda Octopus shall elect to enforce the Restrictive Covenants. If the courts of any one or more of such jurisdictions hold the Restrictive Covenants wholly unenforceable by reason of breadth of scope or otherwise it is the intention of Coda Octopus and the Executive that such determination not bar or in any way affect Coda Octopus's right, or the right of any of its affiliates, to the relief provided in Section 8(e) above in the courts of any other jurisdiction within the geographical scope of such Restrictive Covenants, as to breaches of such Restrictive Covenants in such other respective jurisdictions, such Restrictive Covenants as they relate to each jurisdiction being, for this purpose, severable, diverse and independent covenants, subject, where appropriate, to the doctrine of res judicata. The parties hereby agree to waive right to a trial by jury for any and all disputes hereunder (whether or not relating to the Restrictive Covenants).
- (b) In accordance with Appendix C to this Agreement, Coda Octopus will indemnify the Executive, to the maximum extent permitted by applicable law, against all costs, charges and expenses incurred or sustained by the Executive, including the cost of legal counsel selected and retained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party by reason of the Executive being or having been an officer, director, or employee of Coda Octopus or any subsidiary or affiliate of Coda Octopus. Coda Octopus will pay to the Executive in advance of the final disposition of any proceeding all such amounts incurred or suffered.

11. **Miscellaneous**

- (a) Litigation and Regulatory Cooperation. During and after Executive's employment, Executive shall reasonably cooperate with Coda Octopus in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of Coda Octopus which relate to events or occurrences that transpired while Executive was employed by Coda Octopus; provided, however, that such cooperation shall not materially and adversely affect Executive or expose Executive to an increased probability of civil or criminal litigation. Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of Coda Octopus at mutually convenient times. During and after Executive's employment, Executive also shall cooperate fully with Coda Octopus in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while Executive was employed by Coda Octopus. Coda Octopus shall also provide Executive with compensation on an hourly basis (to be derived from the sum of his Base Salary and average annual incentive compensation) for requested litigation and regulatory cooperation that occurs after his termination of employment, and reimburse Executive for all costs and expenses incurred in connection with his performance under this Section 11(a), including, but not limited to, reasonable attorneys' fees and costs.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective (i) upon personal delivery, (ii) upon deposit with the United States Postal Service, by registered or certified mail, postage prepaid, or (iii) in the case of facsimile transmission or delivery by nationally recognized overnight delivery service, when received, addressed as follows:

(i) If to Coda Octopus, to:

FAO Jason Reid (or any other person who is serving as CEO at the time of the Notice)  
Coda Octopus Group, Inc.  
164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor,  
New York, New York 10001

(ii) If to the Executive, to:  
232 Sagamore Road, Millburn, NJ 07041

or to such other address or addresses as either Party shall designate to the other in writing from time to time by like notice.

(c) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

(d) Entire Agreement and Warranty. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The Executive warrants to the Company that, by entering into this Agreement or performing any of his obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he is in breach of any such obligations.

(e) Amendment. This Agreement may be amended or modified only by a written instrument executed by both Coda Octopus and the Executive.

- (f) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.
- (g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any entity with which or into which Coda Octopus may be merged or which may succeed to its assets or business or any entity to which Coda Octopus may assign its rights and obligations under this Agreement; provided, however, that the obligations of the Executive are personal and shall not be assigned or delegated by him.
- (h) Waiver. No delays or omission by Coda Octopus or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Coda Octopus or the Executive on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- (i) Captions. The captions appearing in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- (j) Severability. In case any provision of this Agreement shall be held by a court or arbitrator with jurisdiction over the parties to this Agreement to be invalid, illegal or otherwise unenforceable, such provision shall be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

CODA OCTOPUS GROUP, INC.

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

EXECUTIVE

\_\_\_\_\_

Name: Jody Frank

## APPENDIX A ROLE DESCRIPTION

### Job Outline

#### Position of Chief Financial Officer

#### Coda Octopus Group, Inc.

#### Outline Duties

Working closely with the Group CEO, the main focus of the role is strategic, assisting the development of the Group to meet its goals for growth and profitability, with specific responsibility for:

- Strategic Financial Planning, including annual budgeting, annual, quarterly and monthly cash flow planning, annual and quarterly earnings forecasting;
- Funding of the Group's activities, including working capital, R&D, acquisitions, joint ventures, etc.;
- Reporting externally the Group's financial performance, including preparation and, in conjunction with the Group's legal division, submission of all quarterly and annual SEC filings;
- Reporting internally the Group's financial performance, including monthly, quarterly and annual income statement, cash flow statement and balance sheet for the management team and board of directors;
- Involvement in acquisitions in conjunction with the management team, including analysis of acquisition opportunities, assistance with negotiation, assistance with due diligence and integration of acquired companies;
- Overseeing the Group's accounting function with dotted line reporting from the finance department of each operating unit within the Group;
- Overseeing the annual audit process;
- Tax planning in accordance with the Group's operations and performance;
- Attendance at all Group management meetings and, as required, at Group board meetings.

#### Role Involvement

- Reporting directly to the Group President & CEO;
- An officer of the Group at Senior Vice President level;
- Based at our New York office, currently located at 164 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, NY 10001;
- Member of the Group management team, alongside CEO, Chief Commercial Officer, Chief Technology Officer, Chief of Operations, SVP Government Relations, SVP Legal Division, SVP Marketing and VP Corporate Development;
- Involves some travel, perhaps amounting to 30% of time, and including international travel;
- Responsible for Finance Department internationally, with direct line management responsibility for Group Financial Controller and Financial Controller (Europe).

#### Dates

- Job specification dated July 1<sup>st</sup>, 2007
- Next review date November 1<sup>st</sup>, 2008

## APPENDIX B

## ASSIGNMENT

WHEREAS, \_\_\_\_\_, hereinafter called "Assignor", residing at \_\_\_\_\_, has certain new and useful formulas, processes, discoveries, improvements, ideas and works of authorship ("Inventions") disclosed in an application for United States and other Letters Patent entitled \_\_\_\_\_, and \_\_\_\_\_ executed by \_\_\_\_\_ on date herewith;

AND WHEREAS Coda Octopus Group, Inc., located at 245 Park Avenue, New York, New York and or a subsidiary thereof, together with any successors, legal representatives or assigns thereof, called "Assignee" wants to acquire the entire right, title and interest in and to said Inventions and application.

NOW, THEREFORE, in consideration of the entering into an Employment Contract with Assignee dated April 1<sup>st</sup>, 2005 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said Inventions, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of Intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said Inventions in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said Inventions in any foreign countries; and the Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to Issue all patents for said Inventions to Assignee in accordance with the terms of this Assignment;

AND THE ASSIGNOR HEREBY covenants that he has full right to convey the entire Interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNOR HEREBY further covenants and agrees that he will communicate to Assignee any facts known to him respecting said Inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said Inventions in all countries.

In testimony whereof, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_



SIGNATURE OF ASSIGNOR

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

O n \_\_\_\_\_ before me \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the Instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Signature of Notary

**APPENDIX C**  
**INDEMNITY AGREEMENT**

This Agreement is made as of the 1st day of July, 2007 by and between CODA OCTOPUS GROUP, INC., a Delaware corporation (the "Corporation"), and Jody Frank (the "Indemnitee"), an Officer of the Corporation (collectively the "Parties").

WHEREAS, it is essential to the Corporation to retain and attract as Directors and Officers the most capable persons available, and

WHEREAS, the substantial increase in corporate litigation subjects Directors and Officers to expensive litigation risks at the same time that the availability of Directors' and Officers' liability insurance has been severely limited, and

WHEREAS, it is now and has always been the express policy of the Corporation to indemnify its Directors and Officers so as to provide them with the maximum possible protection permitted by law, and

WHEREAS, the Corporation does not regard the protection available to Indemnitee as adequate in the present circumstances, and realizes that Indemnitee may not be willing to serve as a Director and/or Officer without adequate protection, and the Corporation desires Indemnitee to serve in such capacity;

NOW, THEREFORE, in consideration of Indemnitee's service as a Director and/or Officer after the date hereof, the Parties agree as follows:

1. *Definitions.* As used in this Agreement:
  - (a) The term "Proceeding" shall include any threatened, pending or completed action, suit or proceeding, whether brought by or in the right of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature.
  - (b) The term "Expenses" shall include, but is not limited to, expenses of investigations, judicial or administrative proceedings or appeals, damages, judgments, fines, amounts paid in settlement by or on behalf of Indemnitee, attorneys' fees and disbursements and any expenses of establishing a right to indemnification under this Agreement.
  - (c) The terms "Director" and "Officer" shall include Indemnitee's service at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise as well as a Director and/or Officer of the Corporation.
2. *Indemnity of Director or Officer.* Subject only to the limitations set forth in Section 3, Corporation will pay on behalf of the Indemnitee all Expenses actually and reasonably incurred by Indemnitee because of any claim or claims made against him in a Proceeding by reason of the fact that he is or was a Director and/or Officer.
3. *Limitations on Indemnity.* Corporation shall not be obligated under this Agreement to make any payment of Expenses to the Indemnitee,
  - (a) which payment it is prohibited by applicable law from paying as indemnity;

- (b) for which payment is actually made to the Indemnatee under an insurance policy, except in respect of any excess beyond the amount of payment under such insurance;
- (c) for which payment the Indemnatee is indemnified by Corporation otherwise than pursuant to this Agreement;
- (d) resulting from a claim decided in a Proceeding adversely to the Indemnatee based upon or attributable to the Indemnatee gaining in fact any personal profit or advantage to which he was not legally entitled;
- (e) resulting from a claim decided in a Proceeding adversely to the Indemnatee for an accounting of profits made from the purchase or sale by the Indemnatee of securities of Corporation within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any state statutory law or common law; or
- (f) brought about or contributed to by the dishonesty of the Indemnatee seeking payment hereunder; however, notwithstanding the foregoing, the Indemnatee shall be indemnified under this Agreement as to any claims upon which suit may be brought against him by reason of any alleged dishonesty on his part, unless it shall be decided in a Proceeding that he committed (i) acts of active and deliberate dishonesty, (ii) with actual dishonest purpose and intent, and (iii) which acts were material to the cause of action so adjudicated.

For purposes of Sections 3 and 4, the phrase “decided in a Proceeding” shall mean a decision by a court, arbitrator(s), hearing officer or other judicial agent having the requisite legal authority to make such a decision, which decision has become final and from which no appeal or other review proceeding is permissible.

- 4. *Advance Payment of Costs.* Expenses incurred by Indemnatee in defending a claim against him in a Proceeding shall be paid by the Corporation as incurred and in advance of the final disposition of such Proceeding; provided, however, that Expenses of defense need not be paid as incurred and in advance where the judicial agent of first impression has decided the Indemnatee is not entitled to be indemnified pursuant to this Agreement or otherwise. Indemnatee hereby agrees and undertakes to repay such amounts advanced if it shall be decided in a Proceeding that he is not entitled to be indemnified by the Corporation pursuant to this Agreement or otherwise.
- 5. *Enforcement.* If a claim under this Agreement is not paid by Corporation, or on its behalf, within thirty days after a written claim has been received by Corporation, the Indemnatee may at any time thereafter bring suit against Corporation to recover the unpaid amount of the claim and if successful in whole or in part, the Indemnatee shall also be entitled to be paid the Expenses of prosecuting such claim.
- 6. *Subrogation.* In the event of payment under this Agreement, Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnatee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Corporation effectively to bring suit to enforce such rights.

7. *Notice.* The Indemnitee, as a condition precedent to his right to be indemnified under this Agreement, shall give to Corporation notice in writing as soon as practicable of any claim made against him for which indemnity will or could be sought under this Agreement. Notice to Corporation shall be given at its principal office and shall be directed to the Corporate Secretary (or such other address as Corporation shall designate in writing to the Indemnitee); notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked. In addition, the Indemnitee shall give Corporation such information and cooperation as it may reasonably require.
8. *Saving Clause.* If this Agreement or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, the Corporation shall nevertheless indemnify Indemnitee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any other applicable law.
9. *Indemnification Hereunder Not Exclusive.* Nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under any provision of the Certificate of Incorporation or Bylaws of the Corporation or under Delaware law.
10. *Applicable Law.* This Agreement shall be governed by and construed in accordance with internal laws of the State of Delaware.
11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute the original.
12. *Successors and Assigns.* This Agreement shall be binding upon the Corporation and its successors and assigns.
13. *Continuation of Indemnification.* The indemnification under this Agreement shall continue as to Indemnitee even though he may have ceased to be a Director and/or Officer and shall inure to the benefit of the heirs and personal representatives of Indemnitee.
14. *Coverage of Indemnification.* The indemnification under this Agreement shall cover Indemnitee's service as a Director and/or Officer prior to or after the date of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and signed as of the day and year first above written.

CODA OCTOPUS GROUP, INC.

INDEMNITEE

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Position:

\_\_\_\_\_

Print Name: Jody Frank

**Exhibit 23.2**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

TO: Coda Octopus Group, Inc.

As registered independent certified public accountants, we hereby consent to the inclusion in Amendment No. 1 to the Form SB-2 Registration Statement of our report, dated March 13, 2007, relating to the consolidated financial statements of Coda Octopus Group, Inc. and to the reference to our Firm under the caption "Experts" appearing in the Prospectus.

/s/ RUSSELL BEDFORD STEFANOU MIRCHANDANI LLP

Russell Bedford Stefanou Mirchandani LLP

New York, New York

July 25, 2007

**Exhibit 23.3**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

TO: Coda Octopus Group, Inc.

As registered independent certified public accountants, we hereby consent to the inclusion in Amendment No. 1 to the Form SB-2 Registration Statement of our report, dated April 23, 2007, relating to the financial statements of Miller & Hilton, Inc. and to the reference to our Firm under the caption “Experts” appearing in the Prospectus.

/s/ RUSSELL BEDFORD STEFANOU MIRCHANDANI LLP

Russell Bedford Stefanou Mirchandani LLP

New York, New York

July 25, 2007

**COYNE, BUTTERWORTH & CHALMERS**  
CHARTERED ACCOUNTANTS

WHEN CALLING PLEASE ASK FOR -  
Mr Tate



Geoff Turner  
Coda Octopus Inc  
164 West 25<sup>th</sup> Street  
New York  
NY 10001  
USA

LUPINS BUSINESS CENTRE  
1-3 GREENHILL  
WEYMOUTH  
DORSET DT4 7SP

Tel: 01305 772458  
Fax: 01305 779956  
Email: wey@c-b-c.co.uk

Also at Dorchester 01305 263000

Weekdays 9am - 5pm

Our Reference:- 3347/JT/JT

24 July 2007

Dear Mr Turner

**Martech Systems (Weymouth) Limited**

As independent Chartered Accountants, we hereby consent to the incorporation, by reference in this Form SB-2 Registration Statement, of our report dated December 5, 2006, relating to the financial statements of Martech Systems (Weymouth) Limited and to the reference to our Firm under the caption "Experts" appearing in the Prospectus.

Yours sincerely

Partners: Alan Newberry FCA, Torben Houlberg FCA, Ian Walton FCA, Alexander Goracy FCA ATU, Consultants: Philip Price FCA

Registered to carry on audit work and regulated for a range of investment activities by the Institute of Chartered Accountants in England and Wales