UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 29, 2026

AquaBounty Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-36426**	**04-3156167**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

233 Ayer Road, Suite 4, Harvard, Massachusetts
(Address of principal executive offices)
01451
(Zip Code)

978-648-6000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value $0.001 per share	**AQB**	**The NASDAQ Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On October 29, 2026, AquaBounty Technologies, Inc. (the "Company") issued a promissory note (the "Note") to Commas International LLC (the "Lender"), an affiliate of Univest Securities, LLC ("Univest Securities"), under which the Lender may make advances to the Company from time to time in an aggregate principal amount of up to $1,000,000 (the "Bridge Loan").

The material terms of the Bridge Loan are as follows:

Advances. The principal amount outstanding under the Note at any time equals the aggregate unpaid principal of the advances so recorded, up to $1,000,000. As of the date of this report, the Company has received advances totaling $500,000 under the Note.

Interest. Each advance bears interest from the date of the advance at the rate specified for that advance on the schedule to the Note. The initial advance bears interest at 9% per annum. Accrued interest on each advance is payable within five business days after each anniversary of the date of the Note and, if not paid when due, compounds annually on that anniversary. All accrued interest on an advance is payable when the principal of that advance is repaid.

Maturity. The principal of each advance is payable on the due date specified for that advance on the schedule to the Note, and in any event on the twenty-fifth anniversary of the date of the Note. The initial advance is due on October 29, 2028.

Prepayment and Application of Payments. The Company may prepay any advance, in whole or in part, at any time without premium or penalty, together with accrued interest on the amount prepaid. Payments are applied first to accrued and unpaid interest and then to principal, and among advances as the Company designates at the time of payment or, absent a designation, to the earliest outstanding advance.

Other Terms. The Note is unsecured and is not guaranteed by any subsidiary of the Company. The Note is not convertible into equity securities of the Company, and no warrants or other equity securities were issued to the Lender in connection with the Note. The Note does not contain financial covenants or events of default and does not provide for acceleration of the Company's obligations. The Company has waived presentment, notice of non-payment, protest and similar requirements, and has agreed that no renewal or extension of the Note, change in the interest rate or delay in enforcement will affect its liability. Interest under the Note is limited to the maximum amount permitted by applicable law, with any excess applied to principal.

Use of Proceeds. The Company intends to use advances under the Note for working capital and to meet its short-term liquidity needs.

The Lender is the holding company of Univest Securities. Univest Securities beneficially owns approximately 10.7% of the Company's outstanding Common Stock following the conversion on October 16, 2026. Bradley Richmond, the Chief Operating Officer of Univest Securities, beneficially owns approximately 5.5% of the outstanding Common Stock. Univest Securities acted as placement agent for the Company in (i) the October 2025 private placement of $4.0 million of senior notes, for which it received a placement fee of $280,000 and reimbursement of $125,000 of expenses, (ii) the February 2026 registered direct offering, for which it received a placement fee of $80,500 and reimbursement of $30,000 of expenses, (iii) the $500,000 cash portion of the April 2026 Series A Convertible Preferred Stock private placement, for which it received a placement fee of $35,000, and (iv) the June 2026 Series B Convertible Preferred Stock private placement, for which it received a placement fee of $157,500. Each placement fee equaled 7% of the gross cash proceeds of the applicable offering. Univest Securities also purchased senior notes in the October 2025 placement as an investor and, in April 2026, exchanged those notes for shares of Series A Convertible Preferred Stock, which converted into the shares of Common Stock it now holds. Under the placement agency agreements for the April 2026 and June 2026 placements, Univest Securities holds rights of first refusal, for 18 months following the closing of each placement, to act as underwriter, placement agent or financial advisor to the Company in certain future public and private offerings and sale, merger or change of control transactions, excluding the sale of the Company's Ohio assets. Neither the Lender nor Univest Securities received a placement fee in connection with the issuance of the Note.

Other than as described above, the Company is not aware of any material relationship between the Company or its affiliates, on the one hand, and the Lender or its affiliates, on the other hand.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the full text of the Note, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On October 29, 2026, upon receipt of the initial advance, the Company became obligated on the Note described in Item 1.01 of this Current Report on Form 8-K. As of the date of this report, $500,000 in aggregate principal amount is outstanding under the Note. The interest rate and due date applicable to each advance, and the other terms of payment of the Note, are described in Item 1.01. The Note does not provide for the acceleration of, or any increase in, the Company's obligations upon an event of default or other triggering event, other than the annual compounding of unpaid interest, and contains no recourse provisions that would enable the Company to recover amounts from third parties. The information set forth in Item 1.01 above is incorporated into this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Promissory Note, dated October 29, 2026, issued by AquaBounty Technologies, Inc. to Commas International LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AquaBounty Technologies, Inc.
(Registrant)

Date: November 2, 2026

/s/ David A. Frank
David A. Frank
Interim Chief Executive Officer, Chief Financial Officer and Treasurer

Exhibit 10.1

PROMISSORY NOTE

October 29 , 2026

$1,000,000 (U.S.) [New York, New York]

FOR VALUE RECEIVED, AquaBounty Technologies, Inc. (hereinafter called "Maker"), by this promissory note (hereinafter called the "Note"), promise unconditionally to pay to the order of Commas International LLC- (hereinafter called "Lender"), the principal sum of up to One Million Dollars ($1,000,000), (or such lesser amount as shall equal the aggregate unpaid principal amount of the advances made by the Lender to the Maker recorded as draws on the attached Schedule 1) and to pay interest on the principal sum remaining unpaid hereunder on each such draw at the interest rate provided on Schedule 1 from the date of such draw indicated on Schedule 1 until said principal sum shall have been paid in full.

1. Interest; Payments.

1.1. Interest. The principal sum outstanding on each draw shall bear interest from the date indicated on Schedule 1 until such principal sum has been paid in full. Interest shall be payable within five (5) business days after each anniversary of the date of this note on each draw hereunder at the interest rate specified for such draw, and if not paid on such date shall be compounded annually on each such anniversary date; and in any event interest on any draw hereunder shall be paid in full upon the payment of the unpaid principal balance of such draw.

1.2. Principal Payments. The principal sum of each draw shall be payable on the date set forth on Schedule 1 and in any event on the twenty-fifth anniversary of the date of this Promissory Note.

1.3. Optional Prepayments. Maker may, at its option, prepay from time to time all or any part of any draw under this Note, without premium or penalty but together with interest on the principal amount so prepaid accrued to the date of prepayment.

1.4. Payments. All payments made hereunder shall be applied first to accrued and unpaid interest and then to the unpaid principal hereof. Except as otherwise expressly provided herein, all payments made hereunder (whether of principal, interest, or otherwise) shall be in United States Dollars, to the account of the Lender in immediately available funds paid pursuant to Lender's written instructions, and shall be applied to payment of the separate draws hereunder as specified by Maker at the time of such payment or if not so specified to the earliest of such draws as to which amounts are outstanding at the time of the payment. The Maker shall notify the Lender by telephone or written notice of all payments made pursuant to the above instructions.

1.5. Payments to be Free of Deductions. All payments by the Maker under this Note shall be made without set-off or counterclaim and free and clear of and without deduction for any and all present and future taxes, levies, imposts, deductions, charges, withholdings and all liabilities with respect thereto.

2. Miscellaneous Provisions.

2.1. Further Covenants and Agreements of Maker.

The Maker by executing this Note (i) consents and agrees to be bound by the provisions of this Note and promises, absolutely and unconditionally, to pay the principal of and interest on this Note as herein provided, (ii) waives (to the fullest extent allowed by law) all requirements of diligence in collection, presentment, notice of non-payment, protest, notice of protest, suit and all other conditions precedent in connection with the collection and enforcement of this Note, and (iii) agrees that no renewal or extension of this Note (including a renewal or extension in which this Note is surrendered), no change in the rate of interest payable hereon, no delay in the enforcement of payment of this Note or the indebtedness evidenced hereby, and no delay or omission in exercising any right or power under this Note or the indebtedness evidenced hereby, shall affect the liability hereon of the Maker.

None of the provisions hereof, and none of Lender's rights or remedies hereunder on account of any past or future defaults, shall be deemed to have been waived by Lender's acceptance of any past due amount or by any indulgence granted by Lender to the Maker.

This Note shall be binding upon the Maker and his successors and assigns.

2.2. Limitation on Interest. All agreements between Maker and Lender contained herein are hereby expressly limited so that in no contingency or event whatsoever whether by reason of acceleration of maturity of this Note, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of the principal amounts evidenced by this Note exceed the maximum permissible under applicable law the benefit of which may be asserted by Maker as a defense, and if, from any circumstances whatsoever, fulfillment of any provision of this Note at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, or if from any circumstances Lender should ever receive as interest under this Note such an excessive amount, then, ipso facto, the amount which would be excessive interest shall be applied to the reduction of the principal balance as evidenced by this Note and not to the payment of interest.

2.3. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

2.4. WAIVER OF JURY TRIAL. EXCEPT TO THE EXTENT PROHIBITED BY LAW WHICH CANNOT BE WAIVED, THE MAKER HEREBY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING OF ANY NATURE WHATSOEVER ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS NOTE AND IN CONNECTION WITH SUCH ACTION OR PROCEEDINGS WHETHER ARISING UNDER STATUTE (INCLUDING ANY FEDERAL OR STATE CONSTITUTION) OR UNDER THE LAW OF CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY CHALLENGE TO THE LEGALITY, VALIDITY, BINDING EFFECT OR ENFORCEABILITY OF THIS PARAGRAPH OR THIS NOTE.

2.5. Notices. All notices or other communications which are to be provided under any provision of this Note shall be in writing and shall be given by hand or mailed by first class,

registered or certified mail, postage prepaid. Any such notice shall be deemed to have been given on, and such notice shall be deemed dated, the date when the same shall have been deposited for mailing with postage prepaid, in the United States post office, or the date delivered by hand to the party to whom such notice is given, as the case may be. All notices to be given to the Maker shall be addressed to it at the following address: 233 Ayer Road, Suite 4, Harvard, MA 01451. All notices to be given to the Lender shall be addressed to it at 75 Rockefeller Plaza suite 25A. New York, NY 10019 or at such other address as the Lender may designate by like notice.

WITNESS the execution hereof under seal as of the day and year first above written.

AQUABOUNTY TECHNOLOGIES, INC.

/s/ David Frank
David Frank
Interim Chief Executive Officer

Exhibit 10.1

Schedule 1 to Promissory Note dated October 29 , 2026

Draws Made

Amount	Date	Interest Rate	Principal Payments	Unpaid Principal Balance	Due Date
$500,000	10/29/2026	9%		$500,000	10/29/2028