

URAI SOC 2 + M&A; DILIGENCE BINDER

Version 3.0 – Enterprise, Auditor & Acquisition Ready

Prepared for Board, Auditors, Enterprise Buyers, and Potential Acquirers

SECTION 1 – SOC 2 TRUST SERVICES CRITERIA ALIGNMENT

Security

Logical access controls, MFA enforcement, encryption at rest and in transit, role-based access management.

Availability

Redundant infrastructure, disaster recovery testing, uptime monitoring.

Processing Integrity

Deterministic output logging, version control, validation testing.

Confidentiality

Data minimization, encryption, access restrictions, vendor review.

Privacy

Consent controls, data retention policy, deletion protocol, privacy notice transparency.

SECTION 2 – DELAWARE GENERAL CORPORATION LAW (DGCL) REFERENCES

DGCL §141 – Board Authority

The business and affairs of the Corporation are managed under the direction of the Board pursuant to DGCL §141(a).

DGCL §102(b)(7) – Director Liability Limitation

The Certificate of Incorporation may eliminate personal liability of directors to the fullest extent permitted by Delaware law.

DGCL §145 – Indemnification

The Corporation shall indemnify directors and officers against expenses, judgments, fines, and settlement amounts to the fullest extent permitted by DGCL §145.

SECTION 3 – DIRECTOR & OFFICER INDEMNIFICATION

The Corporation shall indemnify and hold harmless each director and officer against all expenses, liabilities, and losses incurred in connection with any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, arising by reason of such person's service to the Corporation, to the fullest extent permitted by the DGCL.

Indemnification shall include advancement of expenses upon receipt of an undertaking to repay if ultimately determined not entitled to indemnification.

SECTION 4 – SHAREHOLDER AGREEMENT SUMMARY

Transfer Restrictions

Shares may not be transferred without compliance with right of first refusal and Board approval.

Drag-Along & Tag-Along Rights

Majority holders may compel minority participation in approved sale; minority holders retain proportional participation rights.

Voting Agreements

Stockholders agree to vote in favor of Mission Lock protections and Capital Covenant enforcement.

SECTION 5 – FOUNDER EMPLOYMENT AGREEMENT SUMMARY

Term & Duties

Founder shall serve as Chief Executive Officer subject to Board oversight and fiduciary obligations.

Compensation

Compensation includes salary, equity subject to vesting, and performance-based incentives.

Termination & Clawback

For-cause termination provisions include misconduct, breach of fiduciary duty, or material violation of governance safeguards.

SECTION 6 – M&A; DUE DILIGENCE CHECKLIST

- Cap Table & Equity Structure
- IP Ownership & Assignment Agreements
- Material Contracts & Enterprise Agreements
- Security & SOC 2 Documentation
- Board Minutes & Governance Logs
- Pending Litigation or Regulatory Matters
- Financial Statements & Audit Reports

SECTION 7 – ACQUISITION DEFENSIBILITY FRAMEWORK

Structural entity separation between IP Holdings and Operating Entity provides acquisition flexibility and liability containment.

Mission Lock and supermajority provisions protect long-term institutional integrity while allowing value-maximizing transactions.

SECTION 8 – INCIDENT RESPONSE & BREACH PROTOCOL

Upon detection of a data security incident, the Corporation shall:

1. Activate Incident Response Team.
2. Contain affected systems.
3. Notify impacted parties as required by law.
4. Conduct forensic analysis and Board review.
5. Implement corrective controls and publish transparency report.

SECTION 9 – BOARD RESOLUTION

WHEREAS, the Board has reviewed the comprehensive SOC 2 + M&A; Diligence Binder;

NOW, THEREFORE, BE IT RESOLVED that the foregoing policies and structures are hereby adopted.

Chair of the Board

Independent Director

Chief Executive Officer