ORGANIZATIONAL AND CORPORATE DOCUMENT 27

PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), was duly incorporated under the Delaware General Corporation Law on March 15, 2018, with its principal place of business at 2500 Innovation Drive, Wilmington, Delaware 19801, pursuant to Section 102 of the Delaware General Corporation Law;

WHEREAS, the Corporation develops and deploys proprietary artificial intelligence and machine learning solutions for industrial process optimization, including computer vision systems, predictive maintenance algorithms, and quality control technologies, all of which are protected under various intellectual property rights and registrations maintained by the Corporation;

WHEREAS, the Corporation has established itself as a leading provider of industrial technology solutions through its NexusCore™ Industrial AI Platform and related service offerings, serving clients across multiple industrial sectors including manufacturing, energy, transportation, and logistics;

WHEREAS, the Corporation maintains substantial operations across multiple jurisdictions and engages in interstate commerce, necessitating comprehensive governance frameworks that ensure compliance with applicable federal, state, and local regulations;

WHEREAS, the Board of Directors, acting in accordance with its fiduciary duties and the best interests of the Corporation's shareholders, deems it necessary and advisable to establish comprehensive organizational and governance frameworks to support the Corporation's continued growth and development, operational efficiency, and risk management protocols; and

WHEREAS, this Document has been duly reviewed and approved by the Corporation's legal counsel and authorized representatives;

NOW, THEREFORE, this Organizational and Corporate Document 27 (the "Document") is hereby adopted and shall govern certain aspects of the Corporation's operations and governance as set forth herein.

DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms. For purposes of this Document, the following terms shall have the meanings specified below:

"Artificial Intelligence Systems" means the Corporation's proprietary machine learning algorithms, neural networks, and computational models that enable automated decision-making and process optimization, including but not limited to deep learning architectures, reinforcement learning systems, and natural language processing capabilities deployed across industrial applications.

"Board" means the Board of Directors of the Corporation, including any duly appointed committees thereof acting within their designated authority.

"Computer Vision Technology" means the Corporation's proprietary software and algorithms for visual data processing, pattern recognition, and automated inspection systems, encompassing real-time object detection, defect identification, quality control mechanisms, and dimensional analysis capabilities.

"Confidential Information" means all non-public information relating to the Corporation's technology, products, business plans, customer data, and trade secrets, including source code, technical specifications, research methodologies, manufacturing processes, pricing strategies, and customer relationships, whether in written, electronic, or verbal form.

"Industrial IoT Platform" means the Corporation's integrated hardware and software system for collecting, processing, and analyzing industrial sensor data, including edge computing devices, wireless connectivity infrastructure, and cloud-based data management solutions.

"Intellectual Property Rights" means all patents, patent applications, trademarks, copyrights, trade secrets, know-how, and other proprietary rights owned, controlled, or licensed by the Corporation in connection with its technology platforms and solutions.

"Machine Learning Models" means any algorithmic systems, statistical models, or computational frameworks developed by the Corporation for data analysis, pattern recognition, and predictive modeling in industrial applications.

"NexusCore™ Platform" means the Corporation's flagship software suite that combines artificial intelligence, computer vision, and predictive analytics for industrial applications, including all associated modules, APIs, and integration components.

"Proprietary Technology" means any technology, methodology, process, or innovation developed, acquired, or licensed by the Corporation, including software, hardware designs, algorithms, and technical documentation.

"Series C Investors" means those certain investors who participated in the Corporation's Series C financing round, as documented in the Series C Stock Purchase Agreement dated September 30, 2023.

"Technical Documentation" means all specifications, manuals, guides, training materials, and other documents describing the functionality, operation, and maintenance of the Corporation's technology platforms.

1.2 Interpretation. In this Document, unless expressly stated otherwise: (a) references to sections, exhibits, or schedules are to those contained in this Document; (b) headings are for convenience only and do not affect interpretation; (c) words importing the singular include the plural and vice versa; (d) references to "including" or similar terms are not limiting; (e) technical terms shall be interpreted in accordance with their generally accepted meaning within the artificial intelligence and industrial technology sectors; (f) references to any law, regulation, or standard include amendments and successor provisions; and (g) references to time periods shall be calculated in accordance with business days in the jurisdiction where the Corporation maintains its principal office.

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board Composition

(a) Size. The Board shall consist of seven (7) directors, including: (i) Two (2) founder directors; (ii) Three (3) independent directors; and (iii) Two (2) Series C investor directors.

(b) Voting Requirements. All Board actions shall require the approval of a majority of directors present at a duly called meeting where a quorum exists.

(c) Director Qualifications (i) Independent directors must meet independence criteria as defined by applicable securities laws and exchange requirements; (ii) At least one independent director must qualify as a "financial expert" under SEC guidelines; (iii) Series C investor directors shall be nominated by holders of Series C Preferred Stock holding at least 25% of outstanding Series C shares.

(d) Term and Removal (i) Directors shall serve staggered three-year terms; (ii) Any director may be removed with or without cause by a two-thirds vote of shareholders; (iii) Vacancies shall be filled by the remaining directors, subject to maintaining the required Board composition.

3.2 Officer Positions

(a) Required Officers. The Corporation shall maintain the following officer positions: (i) Chief Executive Officer (ii) Chief Technology Officer (iii) Chief Financial Officer (iv) Chief AI Officer (v) Secretary

(b) Duties and Responsibilities. Each officer shall have such duties and responsibilities as determined by the Board and set forth in the Corporation's Bylaws.

(c) Appointment and Removal (i) Officers shall be appointed by majority Board vote; (ii) Officers serve at the pleasure of the Board and may be removed with or without cause; (iii) Officer vacancies shall be filled within 90 days unless extended by Board resolution.

(d) Compensation and Performance (i) Officer compensation shall be determined by the Compensation Committee; (ii) Annual performance reviews shall be conducted by the Board; (iii) Long-term incentive plans must be approved by shareholders.

3.3 Committees

(a) Standing Committees. The Board shall maintain the following standing committees: (i) Audit Committee (ii) Compensation Committee (iii) Technology and Innovation Committee

(b) Committee Composition (i) Each committee shall consist of at least three directors; (ii) Audit Committee members must be independent directors; (iii) Committee chairs shall be appointed by Board majority vote.

(c) Committee Authority (i) Committees shall have authority to act within their charter scope; (ii) Material decisions require full Board ratification; (iii) Committees shall report to the Board quarterly.

3.4 Governance Procedures

(a) Meetings (i) The Board shall meet at least quarterly; (ii) Special meetings may be called by the Chair or any three directors; (iii) Notice of meetings shall be provided at least 72 hours in advance.

(b) Quorum and Voting (i) Quorum requires presence of four directors, including at least one Series C director; (ii) Virtual participation is permitted if all participants can hear simultaneously; (iii) Written consents require unanimous approval.

(c) Conflicts of Interest (i) Directors must disclose material conflicts; (ii) Interested directors shall recuse themselves from related votes; (iii) Related party transactions require independent director approval.

3.5 Shareholder Rights

(a) Voting Rights (i) Each share of common stock entitled to one vote; (ii) Series C shares vote on as-converted basis; (iii) Cumulative voting not permitted.

(b) Information Rights (i) Shareholders entitled to annual financial statements; (ii) Series C investors have enhanced information rights per Investment Agreement; (iii) Confidentiality obligations apply to material non-public information.

3.6 Amendments

(a) These governance provisions may be amended only by: (i) Two-thirds Board approval, including at least one Series C director; (ii) Majority shareholder approval; (iii) Series C class vote if amendments materially affect Series C rights.

(b) Notice of amendments shall be provided to shareholders within 10 business days of adoption.

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of Technology

(a) The Corporation shall retain exclusive ownership of all: (i) Artificial Intelligence Systems, including but not limited to machine learning models, neural networks, training datasets, inference engines, and associated computational frameworks (ii) Computer Vision Technology, encompassing image processing algorithms, object detection systems, pattern recognition software, and related visual analysis tools (iii) Software code and algorithms, whether in source code or object code form, including all iterations, modifications, and derivative works (iv) Patents, patent applications, and inventions, both registered and unregistered, including improvements and continuations thereof (v) Trade secrets and know-how, including proprietary methodologies, technical specifications, and operational procedures

(b) Employee and Contractor Contributions: (i) All intellectual property created by employees or contractors during their engagement with the Corporation shall be deemed "work for hire" (ii) Automatic assignment of rights to the Corporation for any innovations, improvements, or developments (iii) Obligation to promptly disclose and document all intellectual property developments (iv) Cooperation in securing and protecting Corporation's IP rights post-employment

4.2 IP Protection Measures

(a) The Corporation shall implement: (i) Employee and contractor confidentiality agreements with specific provisions for AI technology protection (ii) Source code access controls, including multi-factor authentication and activity logging (iii) Regular IP audits conducted at least semi-annually (iv) Patent monitoring and enforcement programs across all relevant jurisdictions

(b) Security Protocols: (i) Segmented access to proprietary information based on need-to-know basis (ii) Digital rights management systems for all proprietary documentation (iii) Regular security training for all personnel with access to IP (iv) Incident response procedures for potential IP breaches

(c) Documentation Requirements: (i) Maintenance of detailed invention records and laboratory notebooks (ii) Regular backup and secure storage of all IP-related materials (iii) Chain of custody documentation for all IP transfers (iv) Version control systems for all software and technical documentation

4.3 Technology Licensing

(a) Any licensing of the Corporation's technology shall: (i) Be non-exclusive unless explicitly authorized by Board resolution (ii) Preserve the Corporation's IP ownership and right to continue development (iii) Include appropriate use restrictions and territorial limitations (iv) Maintain confidentiality obligations extending beyond license termination

(b) License Agreement Requirements: (i) Clear definition of licensed technology scope and permitted uses (ii) Royalty structures and payment terms (iii) Quality control and performance standards (iv) Audit rights and compliance monitoring provisions

(c) Enforcement and Termination: (i) Regular licensee compliance monitoring (ii) Immediate termination rights for breach of confidentiality (iii) Post-termination obligations regarding IP return or destruction (iv) Dispute resolution procedures specific to IP matters

4.4 Third-Party IP Rights

(a) The Corporation shall: (i) Conduct regular freedom-to-operate analyses (ii) Maintain appropriate IP insurance coverage (iii) Implement IP clearance procedures for new products (iv) Document all third-party licenses and permissions

(b) Risk Management: (i) Regular assessment of potential IP infringement exposure (ii) Maintenance of IP litigation contingency plans (iii) Strategic patent portfolio development (iv) Cross-licensing arrangements where appropriate

OPERATIONAL FRAMEWORK

5.1 Revenue Recognition

(a) The Corporation shall recognize revenue in accordance with: (i) GAAP principles, including ASC 606 guidelines for contract recognition (ii) Software-as-a-Service (SaaS) accounting standards, incorporating subscription-based revenue models (iii) Multi-element arrangement guidance, specifically addressing bundled services and products (iv) Time-based recognition protocols for recurring revenue streams (v) Performance obligation satisfaction metrics

(b) Revenue documentation requirements shall include: (i) Detailed transaction records (ii) Contract milestone verification (iii) Performance obligation completion evidence (iv) Customer acceptance documentation

5.2 Customer Engagement

(a) All customer deployments shall include: (i) Standard service level agreements with defined performance metrics (ii) Technical support provisions, including response time commitments (iii) Data handling protocols aligned with GDPR and CCPA requirements (iv) Security requirements and compliance documentation (v) Incident response procedures (vi) Change management protocols

(b) Customer relationship management shall encompass: (i) Regular account reviews (ii) Performance reporting mechanisms (iii) Escalation procedures (iv) Customer feedback integration processes

5.3 Quality Control

(a) The Corporation shall maintain: (i) ISO 9001:2015 certification with annual renewal (ii) Regular security audits conducted by certified third parties (iii) Performance monitoring systems with real-time analytics (iv) Customer satisfaction metrics tracked quarterly (v) Continuous improvement protocols

(b) Quality assurance measures shall include: (i) Automated testing protocols (ii) Code review procedures (iii) Development environment controls (iv) Release management processes

5.4 Operational Compliance

(a) The Corporation shall implement: (i) Industry-specific regulatory compliance measures (ii) Environmental management systems (iii) Occupational health and safety protocols (iv) Risk management frameworks

(b) Compliance documentation shall include: (i) Regular internal audits (ii) External compliance reviews (iii) Regulatory reporting procedures (iv) Documentation retention policies

5.5 Performance Monitoring

(a) The Corporation shall establish: (i) Key performance indicators (KPIs) (ii) Service availability metrics (iii) System performance benchmarks (iv) Capacity planning protocols (v) Resource utilization tracking

(b) Regular reporting shall include: (i) Monthly performance reviews (ii) Quarterly business metrics (iii) Annual compliance assessments (iv) Stakeholder performance reports

SIGNATURE BLOCK

IN WITNESS WHEREOF, the undersigned has executed this Document as of January 15, 2024.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Name: Dr. Sarah Chen Title: Chief Executive Officer

EXHIBIT A

Technical Specifications for NexusCore™ Platform

EXHIBIT B

Standard Operating Procedures

APPENDIX 1

Board Committee Charters

APPENDIX 2

Officer Role Descriptions

[End of Document]