ORGANIZATIONAL AND CORPORATE DOCUMENT 37

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 ("DGCL") on March 15, 2018, with its principal place of business at 2500 Innovation Drive, Wilmington, Delaware 19801;

WHEREAS, the Corporation develops and deploys proprietary artificial intelligence and machine learning solutions for industrial process optimization, including its flagship NexusCore™ Industrial AI Platform, which encompasses advanced neural network architectures, machine learning algorithms, and real-time data processing capabilities;

WHEREAS, the Corporation has secured Series C venture capital financing totaling $175 million from qualified institutional investors and seeks to establish comprehensive corporate governance and intellectual property protection frameworks appropriate to its growth stage and technology focus;

WHEREAS, the Corporation's proprietary technology portfolio includes numerous issued patents, pending patent applications, and trade secrets relating to industrial automation, predictive maintenance, and process optimization methodologies;

WHEREAS, the Corporation maintains strategic partnerships with leading industrial manufacturers, technology providers, and research institutions to advance the development and implementation of artificial intelligence solutions in industrial settings; and

WHEREAS, pursuant to Section 102 of the DGCL and Article IV of the Corporation's Certificate of Incorporation, as amended and restated, the Board of Directors has determined it advisable and in the best interests of the Corporation to adopt this Organizational and Corporate Document to establish proper governance mechanisms and protect the Corporation's intellectual property assets.

NOW, THEREFORE, the Corporation hereby adopts the following provisions:

DEFINITIONS AND INTERPRETATIONS

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

"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 supervised learning systems, reinforcement learning frameworks, deep neural architectures, and associated training methodologies.

"Data Processing Infrastructure" means the computational resources, storage systems, and network architecture utilized for processing, analyzing, and managing industrial data streams within the NexusCore™ Platform environment.

"Industrial IoT Integration" means the technical specifications, protocols, and interfaces enabling the NexusCore™ Platform to interact with industrial control systems, sensors, and manufacturing equipment, including OPC-UA implementations, MQTT protocols, and real-time data exchange mechanisms.

"Intellectual Property" means all patents, patent applications, trademarks, copyrights, trade secrets, software, algorithms, data models, and other intellectual property owned or controlled by the Corporation, whether registered or unregistered, including all improvements, modifications, and derivative works thereof.

"Machine Learning Models" means the specific algorithmic implementations, including training datasets, model architectures, weight matrices, and inference engines developed by the Corporation for industrial process optimization and predictive maintenance applications.

"NexusCore™ Platform" means the Corporation's enterprise software suite combining computer vision, machine learning, predictive analytics, and process optimization capabilities, including all associated modules, interfaces, and documentation, whether deployed on-premises or in cloud environments.

"Platform Components" means individual software modules, microservices, APIs, and functional elements that collectively constitute the NexusCore™ Platform architecture.

"Proprietary Technology" means the Corporation's confidential technical information, including but not limited to source code, training data, model architectures, industrial process optimization methodologies, deployment configurations, and system integration protocols.

"Security Framework" means the comprehensive set of security protocols, encryption standards, access controls, and authentication mechanisms implemented within the NexusCore™ Platform ecosystem.

1.2 Interpretation. In this Document: (a) Section headings are for convenience only and shall not affect interpretation (b) Words importing the singular include the plural and vice versa (c) References to Sections are to sections of this Document (d) "Including" means "including without limitation" (e) References to technical standards, protocols, or specifications shall be deemed to include subsequent versions or updates thereof (f) Technical terms not specifically defined herein shall have the meanings commonly attributed to them in the industrial automation and artificial intelligence industries (g) References to software components, modules, or systems shall include all associated documentation, configuration files, and

deployment specifications (h) Any reference to data processing or analysis shall encompass both real-time and batch processing methodologies (i) References to integration capabilities shall include both standard and custom implementation scenarios (j) Time references shall be interpreted according to the UTC (Coordinated Universal Time) standard unless explicitly specified otherwise

1.3 Technical Standards. All technical specifications, protocols, and implementations referenced in this Document shall conform to relevant industry standards and best practices as established by recognized international standards organizations.

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board of Directors

(a) Composition. The Board shall consist of seven (7) directors, including: (i) Two (2) Founder Directors, who shall be appointed by the original founders (ii) Three (3) Investor Directors, nominated by Series A, B, and C investors respectively (iii) Two (2) Independent Directors, selected for industry expertise and approved by majority vote

(b) Term and Removal. Directors shall serve three (3) year terms, with staggered elections. Removal requires: (i) 75% shareholder vote for Founder Directors (ii) Majority vote of respective investor class for Investor Directors (iii) 2/3 Board vote for Independent Directors

(c) Voting Requirements. The following actions require approval of 2/3 of the Board: (i) Annual operating budget approval and material amendments thereto (ii) Material technology licensing agreements exceeding $1,000,000 in value (iii) Strategic partnerships exceeding $5,000,000 in value (iv) Issuance of additional equity securities (v) Establishment or dissolution of subsidiaries (vi) Material changes to intellectual property strategy (vii) Executive compensation packages exceeding $500,000 annually

3.2 Officers and Management

(a) Required Officers. The Corporation shall maintain the following officer positions: (i) Chief Executive Officer, responsible for overall corporate strategy (ii) Chief Technology Officer, overseeing product development (iii) Chief Financial Officer, managing financial operations (iv) Chief AI Officer, directing artificial intelligence initiatives (v) Secretary, maintaining corporate records

(b) Appointment and Removal. Officers shall be: (i) Appointed by majority Board vote (ii) Subject to annual performance review (iii) Removable with or without cause by 2/3 Board vote (iv) Required to provide 60 days notice for voluntary resignation

(c) Responsibilities. Officers shall have such responsibilities as determined by the Board, including: (i) Technology strategy and development oversight (ii) Financial management and reporting (iii) Intellectual property protection (iv) Regulatory compliance (v) Risk

management and mitigation (vi) Team development and succession planning (vii) Strategic partnership cultivation

3.3 Series C Investor Rights

(a) Protective Provisions. The following actions require Series C investor approval: (i) Sale or merger of the Corporation (ii) Material asset dispositions exceeding $10,000,000 (iii) Changes to Certificate of Incorporation (iv) Increases in authorized shares (v) Creation of senior security classes (vi) Material changes to business model (vii) Overseas expansion initiatives

(b) Information Rights. Series C investors shall receive: (i) Quarterly financial statements within 45 days of quarter-end (ii) Annual operating plans by December 1 (iii) Material technology development updates within 5 business days (iv) Board meeting minutes within 10 business days (v) Monthly KPI dashboards (vi) Quarterly compliance certificates

(c) Board Observer Rights. Series C investors may: (i) Designate one non-voting Board observer (ii) Participate in all Board committees (iii) Access all Board materials and communications (iv) Attend executive sessions upon request

3.4 Governance Procedures

(a) Board Meetings. The Board shall: (i) Meet at least quarterly (ii) Require 7 days notice for regular meetings (iii) Permit emergency meetings with 24 hours notice (iv) Maintain 75% attendance requirement (v) Enable remote participation options

(b) Committee Structure. Standing committees shall include: (i) Audit Committee (ii) Compensation Committee (iii) Technology Oversight Committee (iv) Governance Committee

(c) Conflict Resolution. Disputes shall be resolved through: (i) Mandatory mediation for internal matters (ii) Binding arbitration for external disputes (iii) Delaware Court of Chancery for jurisdictional matters (iv) Special committee review for interested party transactions

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of Technology

(a) The Corporation shall retain exclusive ownership of: (i) All Artificial Intelligence Systems, including but not limited to machine learning models, neural networks, decision algorithms, and predictive analytics systems (ii) The NexusCore™ Platform and all associated components, modules, interfaces, and derivative works (iii) All Proprietary Technology, encompassing software, hardware, databases, and technical documentation (iv) Associated intellectual property rights, including patents, copyrights, trademarks, and trade secrets

(b) Employee and Contractor Innovations: (i) All intellectual property created during employment or engagement (ii) Improvements or modifications to existing Corporation technology (iii) Related documentation, source code, and technical specifications (iv) Derivative works and applications of Corporation IP

4.2 Patent Protection

(a) The Corporation shall maintain an active patent program covering: (i) Core AI/ML algorithms, including proprietary learning mechanisms and optimization techniques (ii) Industrial process optimization methods, specifically manufacturing control systems (iii) Computer vision technologies, including object recognition and process monitoring (iv) IoT integration architectures and communication protocols

(b) Patent Management Requirements: (i) Regular patent portfolio audits and valuations (ii) Strategic filing in key jurisdictions and markets (iii) Monitoring of potential infringement activities (iv) Maintenance of defensive patent positions

4.3 Trade Secret Protection

(a) The Corporation shall implement: (i) Technical access controls, including multi-factor authentication and encryption (ii) Employee confidentiality agreements with specific AI/ML protection provisions (iii) Third-party NDAs with detailed scope and duration requirements (iv) Information security protocols for data handling and storage

(b) Classification of Protected Information: (i) Algorithm training methodologies and parameters (ii) Custom optimization techniques and processes (iii) Customer-specific implementations and configurations (iv) Research and development initiatives

(c) Security Measures: (i) Regular security audits and penetration testing (ii) Employee training on IP protection protocols (iii) Access logging and monitoring systems (iv) Incident response procedures

4.4 Technology Licensing

(a) Any licensing of Corporation technology shall: (i) Be non-exclusive and territory-specific (ii) Preserve Corporation IP ownership and control (iii) Include appropriate use restrictions and limitations (iv) Maintain confidentiality obligations and protections

(b) Licensing Requirements: (i) Detailed scope of permitted use and applications (ii) Technical support and maintenance provisions (iii) Quality control and performance standards (iv) Termination rights and post-termination obligations

(c) Compliance Monitoring: (i) Regular audits of licensee operations (ii) Technical implementation reviews (iii) Usage reporting requirements (iv) Performance metrics tracking

4.5 Enforcement and Remedies

(a) The Corporation shall maintain: (i) Active monitoring of potential infringement (ii) Rapid response protocols for IP violations (iii) Legal resources for enforcement actions (iv) Documentation of IP ownership evidence

(b) Remedial Actions: (i) Cease and desist procedures (ii) Litigation preparation protocols (iii) Alternative dispute resolution options (iv) Damage assessment methodologies

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

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

ATTEST:

Corporate Secretary

EXHIBIT A

Schedule of Proprietary Technologies [Detailed technical specifications omitted]

EXHIBIT B

Required Security Protocols [Security requirements omitted]

APPENDIX 1

Corporate Organization Chart [Organization structure omitted]