

ORGANIZATIONAL AND CORPORATE DOCUMENT 21

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, serving clients across multiple industrial sectors including manufacturing, energy, and transportation;

WHEREAS, the Corporation has established itself as a leading provider of industrial technology solutions through its NexusCore™ Industrial AI Platform and related service offerings, having secured multiple patents and intellectual property rights registered with the United States Patent and Trademark Office;

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 of the Corporation, acting pursuant to the powers vested in it under Delaware General Corporation Law and the Corporation's Certificate of Incorporation, deems it advisable and in the best interests of the Corporation and its stockholders to establish comprehensive organizational and governance frameworks to support its continued growth and development; 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 (this "Document") is hereby adopted as of January 15, 2024 (the "Effective Date").

DEFINITIONS AND INTERPRETATIONS

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

"AI Technology" means the Corporation's proprietary artificial intelligence and machine learning algorithms, methodologies, and systems, including but not limited to computer vision

systems, predictive analytics engines, process optimization algorithms, neural network architectures, deep learning models, and automated decision support systems.

"Board" means the Board of Directors of the Corporation, including any duly appointed committees thereof and any successor governing body.

"Confidential Information" means all non-public information relating to the Corporation's technology, products, business plans, financial status, and operations, including but not limited to the NexusCore™ Platform, AI Technology, customer data, technical specifications, research and development activities, source code, training datasets, model architectures, and proprietary methodologies.

"Industrial IoT" means the network of interconnected sensors, devices, and control systems deployed in industrial settings that interface with the NexusCore™ Platform, including edge computing devices, smart sensors, actuators, industrial controllers, gateway devices, and associated communication protocols.

"Intellectual Property" means all patents, patent applications, trademarks, copyrights, trade secrets, software, data rights, and other intellectual property owned or controlled by the Corporation, including all improvements, derivatives, modifications, and enhancements thereof, whether registered or unregistered, and all associated documentation and technical information.

"NexusCore™ Platform" means the Corporation's flagship software platform that combines AI Technology, Industrial IoT integration capabilities, and process optimization tools, including all updates, modifications, and improvements thereto, comprising the core processing engine, user interface components, API layers, database systems, and associated microservices architecture.

"Derivative Works" means any modification, adaptation, translation, transformation, or remodeling of the Corporation's Intellectual Property, including any new material based upon or derived from the original work.

"Technical Documentation" means all manuals, specifications, protocols, guidelines, and other documentation relating to the Corporation's technology and products, whether in electronic or physical form.

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) The terms "hereof," "herein," and "hereunder" refer to this Document as a whole (e) Technical terms shall be interpreted according to their generally accepted meaning within the artificial intelligence and industrial technology industries (f) References to any law, regulation, or standard include any amendments or successor provisions (g) The word "including" means "including without limitation" (h) References to time periods shall be calculated in calendar days unless otherwise specified (i) Any reference to written or in writing includes electronic communications (j)

Terms defined herein shall have their defined meanings regardless of whether they appear in capital letters, lower case, or otherwise (k) The language in this Document shall be interpreted as to its fair meaning and not strictly for or against any party

1.3 Precedence. In the event of any conflict between the definitions in this Section and any other section of this Document, the definitions set forth herein shall prevail unless explicitly stated otherwise.

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 of the Corporation (ii) Three (3) Independent Directors, who shall meet independence criteria as defined by applicable securities regulations (iii) Two (2) Series C Investor Directors, who shall be nominated by holders of Series C Preferred Stock

(b) Term and Removal (i) Directors shall serve staggered three-year terms (ii) Any director may be removed with cause by vote of 75% of outstanding voting shares (iii) Vacancies shall be filled within sixty (60) days by the remaining Board members (iv) Founder Directors may only be removed by unanimous consent of other Board members

(c) Voting Requirements. The following actions shall require approval of at least five (5) directors: (i) Annual operating budget approval and material deviations exceeding 15% thereof (ii) Material technology licensing agreements valued at \$1,000,000 or more (iii) Issuance of additional equity securities or debt instruments (iv) Significant corporate transactions, including mergers, acquisitions, or asset sales (v) Modification of shareholder rights or preferences (vi) Amendment of corporate bylaws or certificate of incorporation

(d) Meetings and Quorum (i) Regular meetings shall occur quarterly with 14 days' notice (ii) Special meetings may be called with 48 hours' notice (iii) Quorum requires presence of four (4) directors, including at least one Founder Director (iv) Virtual participation shall constitute presence for quorum purposes

3.2 Officers

(a) Required Officers. The Corporation shall have the following officers: (i) Chief Executive Officer, responsible for overall corporate strategy and operations (ii) Chief Technology Officer, overseeing technical development and innovation (iii) Chief Financial Officer, managing financial operations and reporting (iv) Chief AI Officer, directing artificial intelligence initiatives (v) Secretary, maintaining corporate records and ensuring regulatory compliance

(b) Appointment and Removal (i) Officers shall be appointed by majority Board vote (ii) Initial term of two years with unlimited renewal eligibility (iii) Removal requires supermajority Board vote (5 directors) (iv) Temporary officers may be appointed during vacancies

(c) Responsibilities and Authority (i) Each officer shall have such duties and responsibilities as determined by the Board and set forth in the Corporation's Bylaws (ii) Authority to execute contracts within approved operating budget (iii) Quarterly reporting obligations to the Board (iv) Compliance with corporate ethics and conduct policies

3.3 Committees

(a) Standing Committees: (i) Technology and Innovation Committee - Oversight of R&D initiatives - Review of technology acquisitions - IP strategy development - Quarterly innovation assessment

(ii) Audit Committee - Financial statement review - Internal control evaluation - Risk management oversight - Compliance monitoring

(iii) Compensation Committee - Executive compensation review - Equity incentive administration - Performance metric establishment - Succession planning

(b) Committee Composition (i) Each committee shall have minimum three (3) members (ii) Independent Directors must chair Audit and Compensation Committees (iii) Technology Committee must include Chief Technology Officer (iv) Committee appointments reviewed annually

(c) Special Committees (i) Board may establish additional committees as needed (ii) Special committee charters require Board approval (iii) Duration and scope specified at formation (iv) Regular reporting requirements to full Board

3.4 Governance Policies

(a) Corporate Policies (i) Ethics and compliance guidelines (ii) Insider trading restrictions (iii) Related party transaction procedures (iv) Whistleblower protection protocols

(b) Documentation Requirements (i) Maintenance of meeting minutes (ii) Record retention schedules (iii) Electronic communication protocols (iv) Confidentiality agreements

(c) Annual Review (i) Governance structure evaluation (ii) Policy updates and modifications (iii) Compliance assessment (iv) Stakeholder feedback integration

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership and Assignment

(a) The Corporation shall own all right, title, and interest in and to: (i) The NexusCore™ Platform, including all components, modifications, improvements, and derivative works thereof (ii) All AI Technology, including but not limited to algorithms, models, training data,

neural networks, and machine learning systems (iii) All Intellectual Property developed by employees or contractors during their engagement with the Corporation (iv) Any discoveries, innovations, or improvements related to the Corporation's technology, regardless of whether such developments are patentable or registrable

(b) All employees and contractors shall: (i) Execute comprehensive assignment agreements prior to commencing work (ii) Promptly disclose all inventions and developments (iii) Cooperate in securing and defending intellectual property rights (iv) Maintain detailed documentation of all development activities

4.2 Protection Measures

(a) Trade Secret Protection: (i) Implementation of multi-layered information security protocols, including encryption, access logging, and monitoring systems (ii) Execution of comprehensive confidentiality agreements with employees, contractors, vendors, and business partners (iii) Establishment of graduated access controls for sensitive technical information based on need-to-know principles (iv) Regular security audits and vulnerability assessments (v) Employee training programs on intellectual property protection and security protocols

(b) Patent Strategy: (i) Quarterly patent portfolio reviews and gap analyses (ii) Strategic defensive patent filings in key jurisdictions (iii) Regular freedom-to-operate analyses for new products and features (iv) Maintenance of continuation applications for core technologies (v) Development of patent pools for cross-licensing opportunities

4.3 Technology Licensing

(a) Standard licensing terms shall include: (i) Clearly defined usage limitations and territorial restrictions (ii) Comprehensive confidentiality obligations extending to sub-contractors (iii) Explicit intellectual property ownership provisions for improvements (iv) Termination rights for breach of agreement (v) Audit rights and compliance monitoring provisions

4.4 Enforcement and Remedies

(a) The Corporation shall maintain: (i) A dedicated intellectual property monitoring program (ii) Regular market surveillance for potential infringement (iii) Established procedures for addressing unauthorized use (iv) Relationships with intellectual property counsel in key jurisdictions

(b) Enforcement actions may include: (i) Cease and desist notifications (ii) Alternative dispute resolution procedures (iii) Litigation in appropriate jurisdictions (iv) Customs and border protection measures

4.5 Special Provisions for AI Technology

(a) AI-specific protection measures shall include: (i) Segregation of training data and model architectures (ii) Version control and archiving of AI models (iii) Documentation of training methodologies and parameters (iv) Separate access protocols for AI development environments

(b) AI licensing restrictions shall: (i) Prohibit reverse engineering of AI models (ii) Restrict access to training data (iii) Limit model retraining capabilities (iv) Require reporting of derivative works

4.6 Compliance and Review

(a) The Corporation shall conduct: (i) Annual intellectual property audits (ii) Regular compliance reviews (iii) Updates to protection strategies (iv) Assessment of new protection technologies and methods

(b) Documentation requirements include: (i) Maintenance of invention records (ii) Chain of title documentation (iii) License agreement archives (iv) Security incident reports

OPERATIONAL FRAMEWORK

5.1 Revenue Recognition

(a) Software subscription revenue shall be recognized: (i) Over the term of the subscription, with revenue allocated on a straight-line basis (ii) In accordance with GAAP principles, including ASC 606 requirements (iii) Subject to collectibility assessment based on historical payment patterns (iv) Following completion of performance obligations as defined in customer agreements (v) With appropriate deferrals for undelivered elements or services

5.2 Customer Engagement

(a) Implementation Requirements: (i) Security assessments, including vulnerability scanning and penetration testing (ii) Integration planning with detailed technical specifications (iii) Training protocols for end-user adoption (iv) Documentation of customer-specific configurations (v) Establishment of success metrics and KPIs

(b) Onboarding Procedures: (i) Initial needs assessment and solution mapping (ii) Technical environment evaluation (iii) Data migration planning and execution (iv) User acceptance testing protocols (v) Production deployment scheduling

5.3 Quality Control

(a) Platform monitoring and maintenance: (i) 24/7 system availability monitoring (ii) Automated alert mechanisms (iii) Regular backup verification (iv) Performance optimization protocols

(b) Performance metrics tracking: (i) System response time measurements (ii) Error rate monitoring (iii) Resource utilization analysis (iv) Capacity planning indicators

(c) Customer success measurement: (i) Monthly satisfaction surveys (ii) Usage analytics reporting (iii) Support ticket resolution metrics (iv) Customer retention tracking

5.4 Compliance

(a) Industrial safety standards: (i) ISO 27001 certification maintenance (ii) Industry-specific safety protocols (iii) Regular safety audits and assessments

(b) Data privacy regulations: (i) GDPR compliance measures (ii) CCPA requirements implementation (iii) Data protection impact assessments (iv) Privacy policy enforcement

(c) Export control requirements: (i) Classification of technical data (ii) Geographic restriction monitoring (iii) License compliance verification (iv) End-user screening protocols

5.5 Operational Reviews

(a) Quarterly business reviews with detailed performance analysis (b) Annual compliance audits and certifications (c) Regular risk assessment and mitigation planning (d) Continuous improvement program implementation (e) Stakeholder reporting and communication protocols

SIGNATURE BLOCK

IN WITNESS WHEREOF, the undersigned has executed this Document as of the Effective Date.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

EXHIBITS

Exhibit A: NexusCore™ Platform Technical Specifications Exhibit B: Corporate Organization Chart Exhibit C: Standard Form Technology License Agreement

APPENDICES

Appendix 1: Information Security Protocols Appendix 2: Employee IP Assignment Agreement Appendix 3: Quality Control Standards

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